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Ontario Legislative Assembly

# SESSIONAL PAPERS

VOL. L.—PART IX.

FOURTH SESSION

OF THE

FOURTEENTH LEGISLATURE

OF THE

PROVINCE OF ONTARIO

SESSION 1918

TORONTO:

Printed and Published by A. T. WILGRESS, Printer to the King's Most Excellent Majesty  
1918



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| No. 58 | Return to an Address to His Honour the Lieutenant-Governor, of the 20th March, 1917, praying that he will cause to be laid before the House—1. Copies of all Orders-in-Council approving of the agreement for the construction of the Hydro Radial Line from Toronto to Niagara Falls through Hamilton. 2. Copies of all reports, engineers' and otherwise, in reference to the cost and prospective earnings of the said railway furnished by the Hydro-Electric Power Commission to the Government. 3. Copies of all correspondence passing between the Hydro-Electric Power Commission and the Government in reference to the passing of the said Orders-in-Council and the construction of the said line. Mr. <i>Marshall</i> . Presented to the Legislature, February 6th, 1918. <i>Not printed.</i> |
| No. 59 | Return to an Order of the House of the 26th March, 1917, for a Return shewing:—1. How many leases of water-powers were issued by the Ontario Government in each of the years 1912, 1913, 1914, 1915, 1916 and down to March 1st, 1917. 2. To whom, in what districts, and for what periods of time were such leases of water-powers issued. Mr. <i>Dewart</i> . Presented to the Legislature, February 6th, 1918. <i>Not printed.</i>   |
| No. 60 | Return to an Order of the House of the 7th March, 1917, for a Return shewing:—1. What areas of land of the Government of the Province of Ontario in Forest Reserve sections were over-run by fire in the years 1910, 1911, 1912, 1913, 1914, 1915 and 1916 respectively. Mr. <i>Ducharme</i> . Presented to the Legislature, February 6th, 1918. <i>Not printed.</i>  |
| No. 61 | Return to an Order of the House of the 7th March, 1917, for a Return shewing:—1. How many patents of lands have been issued, under the Mines Act, in the District of Sudbury, to corporations, since February 8, 1905, in addition to the six patents of land issued to the Canada Copper Company on the 13th day of December, 1916. 2. To what corporations were such patents issued; on what dates; and in what townships were the lands situated. 3. Were the regulations with regard to timber preservation taken advantage of by those who staked claims, and were they so relieved from doing the necessary   |



development work required by the Mining Law of Ontario. If so, in what cases. Mr. *Dewart*. Presented to the Legislature, February 6th, 1918. *Not printed*.

- No. 62      Return to an Order of the House of the 23rd February, 1917, for a Return of Copies—1. All correspondence passing between the Government of Ontario, or any member, officer, or official thereof, and the Ontario Hydro-Electric Power Commission or any officer or official thereof, in reference to the purchase or acquirement of the properties of the Seymour Power Company. 2. All reports made by the Hydro-Electric Power Commission, or any member, officer or official thereof, in reference to the purchase of the properties of the said Seymour Power Company. 3. All valuations made by or on behalf of the Hydro-Electric Power Commission of the properties of the said Seymour Power Company. 4. All correspondence between the Government of the Province of Ontario, or any member, officer, or official thereof, and the Government of the Dominion of Canada, or any officer, or official thereof, in reference to the purchase or acquirement of the properties of the Seymour Power Company. Mr. *Carter*. Presented to the Legislature, February 6th, 1918. *Not printed*.
- No. 63      Return to an Order of the House of the 16th March, 1917, for a Return shewing:—1. What was the population of Ontario for each of the years from the year 1900 to 1916 inclusive. 2. What was the public debt of the Province of Ontario from the year 1900 to the year 1916 inclusive. 3. What was the public debt *per capita* for each of the years from the year 1900 to the year 1916 inclusive. Mr. *Pinard*. Presented to the Legislature, February 6th, 1918. *Not printed*.
- No. 64      Return to an Order of the House of the 14th March, 1917, for a Return of copies of all documents and correspondence passing between the Workmen's Compensation Board or any member, officer or employee thereof; the personal representatives of Archibald Taylor (deceased), late of Sarnia, Ont., or any person or persons acting on their behalf, and the Grand Trunk Railway Company or any employee or officer thereof. Mr. *Elliott*. Presented to the Legislature, February 6th, 1918. *Not printed*.
- No. 65      Return to an Order of the House of the 5th March, 1917, for a Return of—1. Copies of all correspondence, reports and documents in any way relating to the attempted arrest of one John W. Moyes. 2. What steps have been taken to effect such arrest and if it is the intention of the Government to continue its efforts to bring about the arrest of the said John W. Moyes. Mr. *Proudfoot*. Presented to the Legislature, February 6th, 1918. *Not printed*.



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| No. 66 | Copies of Regulations and Orders-in-Council as required by Section 27 of the Department of Education Act. Presented to the Legislature, February 13th, 1918. <i>Not printed.</i>  |
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| No. 68 | Copies of Orders-in-Council in accordance with the provisions of ss. 6 of section 78 of the Surrogate Courts Act. Presented to the Legislature, February 26th and March 21st, 1918. <i>Not printed.</i>   |
| No. 69 | Return to an Order of the House, of the 25th February, 1918, for a Return shewing—1. What lands, if any, have been patented in the District of Sudbury, in the year 1917, to the following persons, respectively, Albert Harvey, Rinaldo McConnell, Alex. H. Beath and R. J. Tough. 2. On what dates were the said lands, if any, patented. 3. Have any terms been imposed in the Patents granted for any such lands so as to insure the treatment and refining of the Nickel Ores mined upon these properties in the Province of Ontario. 4. Is there any agreement or obligation on the part of the Company in question to which any such lands have been granted, which obligates them to carry on mining or other obligations, in the Province of Ontario, and if so what are the agreements or obligations and within what time limit must they be performed. Mr. <i>Dewart</i> . Presented to the Legislature, February 26th, 1918. <i>Not printed.</i>   |
| No. 70 | Contract of Agreement made with the Mounce Cartage Company, Limited, relating to the delivery of mail matter to and from the Toronto Post Office and the Parliament Buildings. Presented to the Legislature, February 27th, 1918. <i>Not printed.</i>   |
| No. 71 | Return to an Order of the House of the 26th February, 1918, for a Return shewing—1. What lands in the District of Sudbury, if any, have been granted to "John E. Hodge," of Minneapolis, Minn., in the U.S.A., since the 1st of March, 1917. 2. Is the said "John E. Hodge" connected with or representing any corporate interests, to the knowledge of the Government, and if so, what is the name of the corporation, and who are its officers. 3. Have any terms been imposed in such patents as have been granted, so as to ensure the treatment and the refining of the nickel ores mined upon this property in the Province of Ontario. 4. Is there any agreement, or obligation on the part of the grantees in question, obligating them to carry on mining or other operations in the Province of Ontario, and if so what are the agreements and obligations, and within what time limit must they be performed. Mr. <i>Dewart</i> . Presented to the Legislature, March 1st, 1918. <i>Not printed.</i> |



- No. 72      Return to an Order of the House of the 26th February, 1918, for a Return shewing—1. What lands, if any, have been patented in the District of Sudbury to “Sudbury Nickel, Limited,” in the year 1917, and on what dates. 2. When was this company incorporated, with what share capital, and with what provisional directors. 3. What stock of the company has been issued (*a*) for cash; (*b*) for transfer of properties or claims, and to whom. 4. Who are the present directors of the company. 5. Have any terms been imposed in the patents granted for any such lands, so as to ensure the treatment and refining of the nickel ores mined upon any such properties in the Province of Ontario. 6. Is there any agreement or obligation on the part of the company in question to whom any such lands have been granted, which obligates them to carry on mining or other operations in the Province of Ontario, and if so what are the agreements or obligations, and within what time limit must they be performed. *Mr. Dewart.* Presented to the Legislature, March 1st, 1918. *Not printed.*
- No. 73      Return to an Order of the House of the 26th February, 1918, for a Return shewing—1. What lands, if any, have been patented to the Canadian Copper Company in 1917, and at what dates. 2. Has the Government attached any restrictions to the patents granted to the said company, or taken any steps to ensure that the nickel recovered from the properties so granted shall be refined or otherwise treated in the Province of Ontario. *Mr. Dewart.* Presented to the Legislature, March 1st, 1918. *Not printed.*
- No. 74      Interim Report on Venereal Diseases, with copy of an Act for the Prevention of Venereal Disease, by Mr. Justice Hodgins, Commissioner. Presented to the Legislature, March 5th, 1918. *Printed.*
- No. 75      Return to an Order of the House of the 7th March, 1918, for a Return shewing—1. Copies of all correspondence between the Minister of Public Works, or any other members of the Government, or any official thereof, and any person or persons, and copies of any reports received by the Government, relating to the floods on the Grand River, since the return brought down by the House on the 3rd of April, 1913, being a preliminary study of the subject by H. G. Acres of the Hydro-Electric Power Commission. *Mr. Ham.* Presented to the Legislature, March 8th, 1918. *Not printed.*
- No. 76      Return to an Order of the House of 25th February, 1918, for a Return shewing—1. What was the amount paid in by each of the following corporations in the year 1917, or the last period of twelve months for which returns are made, for all purposes under the Workmen’s Compensation Act, namely: Massey-



- Harris Co., Ltd., John Inglis Co., Ltd., Toronto Carpet Mfg Co., Harris Abattoir Co., Ltd., Park, Blackwell Co., Ltd., Dominion Radiator Co., Ltd. 2 What amount was paid out in the same period under the Act to the employees of each of the said companies, for claims made for injuries during the said period. 3. What amount, if any, was held, under the Act, for further payments on claims made in the same period for injuries by such employees of each of the said companies. Mr. *Dewart*. Presented to the Legislature, March 11th, 1918. *Not printed*.
- No. 77 Return to an Order of the House of the 27th February, 1918, for a Return shewing—1. Copies of all correspondence between the Government, or any officer or official thereof, and any person or persons, in reference to the purchase of additional land and the erection of buildings thereon, and all items in connection therewith, referred to in Vote No. 156, relating to the Hospital for the Insane, Kingston, appearing on Page 35 of the Supplementary Estimates for the Fiscal Year ending October 31st, 1918. Mr. *Dewart*. Presented to the Legislature, March 11th, 1918. *Not printed*.
- No. 78 Memorandum on the Natural Gas Situation in Kent, Essex and Lambton. Presented to the Legislature, March 15th, 1918. *Printed*.
- No. 79 Report on the Ontario Parole Board for the year 1916-17. Presented to the Legislature, March 20th, 1918. *Printed*.
- No. 80 Budget Speech of the Provincial Treasurer, delivered in the House on the 12th February, 1918. *Not presented. Printed*.
- No. 81 Telephone Systems—Statistical information and Acts relating to. *Not presented. Printed*.
- No. 82 Report of Bureau of Municipal Affairs for the year 1917. Presented to the Legislature, March 21st, 1918. *Not printed*.
- No. 83 Order-in-Council of 21st March, 1918, designating the Hospitals, Refuges, Orphanages and Infants' Homes, to which aid may be granted under the Hospitals and Charitable Institutions Act. Presented to the Legislature, March 21st, 1918. *Not printed*.
- No. 84 Return to an Order of the House of the 7th March, 1917, for a Return shewing—1. What was the number and kind of pelts or skins of fur-bearing animals coming into the possession of the Government of the Province of Ontario during the years 1910, 1911, 1912, 1913, 1914, 1915, and 1916, respectively, because of violation of any law or laws relating to fur-bearing animals. 2. What disposition of such pelts or skins has been made by the Government. 3. And what price or prices for



- each kind of fur, and to whom have the aforesaid pelts or skins been disposed of by the Government. Mr. *Ferguson* (Kent). Presented to the Legislature, March 21st, 1918. *Not printed.*
- No. 85 Report of the Soldiers' Aid Commission of Ontario for the year 1917. Presented to the Legislature, March 21st, 1918. *Not printed.*
- No. 86 Return to an Order of the House of the 6th March, 1918, for a Return shewing—1. How many civil servants were released during the past year for work on Ontario farms. 2. What are the names of such employees. 3. How long were they so employed. 4. What are the names of the parties by whom they were employed. Mr. *Ham*. Presented to the Legislature, March 21st, 1918. *Not printed.*
- No. 87 Return to an Order of the House of the 20th March, 1918, for a Return shewing—1 (a) How many copies of the Report relating to the registration of births, marriages and deaths in the province for the year 1916, were published. (b) How many were distributed. 2. What was the cost of printing and publication. 3 (a) How much would the cost have been reduced if the Report had been confined to the first 57 pages. (b) How much, if confined to the first 154 pages. 4. How many officials and clerks were employed in the preparation of the copy of the said Report for the printer, and for what approximate time and at what estimated cost. Mr. *Dewart*. Presented to the Legislature, March 21st, 1918. *Not printed.*



**TWELFTH ANNUAL REPORT**  
**OF THE**  
**ONTARIO RAILWAY**  
**AND**  
**MUNICIPAL BOARD**

**To December 31st, 1917**

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**PRINTED BY ORDER OF**  
**THE LEGISLATIVE ASSEMBLY OF ONTARIO**

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**1918**



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Toronto.



TO COLONEL, THE HONOURABLE SIR JOHN S. HENDRIE, K.C.M.G., etc., etc.

*Lieutenant-Governor of the Province of Ontario.*

MAY IT PLEASE YOUR HONOUR:

The undersigned has the honour to transmit herewith the Twelfth Annual Report of The Ontario Railway and Municipal Board, for the year ending December 31st, 1917.

Respectfully submitted,

I. B. LUCAS,

*Attorney-General*

Parliament Buildings,  
Toronto.





TORONTO, March 8th, 1918.

*Re Twelfth Annual Report.*

DEAR SIR,—I have the honour to send you herewith the Twelfth Annual Report of The Ontario Railway and Municipal Board, to December 31st, 1917.

I have the honour to be,

Your obedient servant,

H. C. SMALL,

*Secretary.*

The Honourable, the Attorney-General,  
Legislative Buildings, Toronto.





# TWELFTH ANNUAL REPORT

## OF

# The Ontario Railway and Municipal Board

TO DECEMBER 31st, 1917

TO COLONEL THE HONOURABLE SIR JOHN S. HENDRIE, K.C.M.G.,

*Lieutenant-Governor of the Province of Ontario in Council.*

In pursuance of section 57 of "The Ontario Railway and Municipal Board Act," the Ontario Railway and Municipal Board beg leave respectfully to submit their Twelfth Annual Report.

### SITTINGS OF THE BOARD.

The record of the sessions of the Board and an abstract of the proceedings, together with the Judgments or opinions of the Board, appear in the Appendix.

### APPLICATIONS TO THE BOARD.

There were 492 formal applications made to the Board in 1917. Of the formal applications all those in which the parties were ready to go to trial have been heard and disposed of, except in a few cases where adjournments were granted to the parties at the request of Counsel or in order to procure further evidence, or to obtain Reports from Experts in connection with technical matters in question.

Some of the formal applications are still standing for trial, but the parties are not yet ready to go to trial, as in the more important matters the parties interested are showing an increasing disposition to take advantage of the opportunities afforded them by the Board's Rules for obtaining discovery and production, thus, to some extent, delaying the final dates of the hearing of the Applications, but in reality facilitating the final disposition at the hearings of the matters in question between the parties.

### LAW STAMPS.

The amount of revenue collected by the Board in Law Stamps in the year 1906 was \$134.50; in 1907, \$703; in 1908, \$1,640.50; in 1909, \$2,484; in 1910, \$2,177; in 1911, \$2,279.50; in 1912, \$3,487; in 1913, \$6,512; in 1914, \$6,445; in 1915, \$7,079.50; in 1916, \$5,102.50, and \$4,106.50 in 1917.

### PROVINCIAL RAILWAYS.

An alphabetical list (under the names of the railway companies affected) of applications to the Board, during 1917, affecting Provincial Railways, is contained in the Appendix to this Report.

Extensions of, and improvements to, Provincial Railways during 1917, as reported to the Board, will be found in the Appendix, arranged alphabetically under the names of the companies.

Owing to the condition of the labour and material and money-markets, there was not as much railway construction under supervision by the Board as in normal years. The more important matters were the supervision of the construction of the Bloor Street Viaduct, consideration of altering the grade and location of the Mimico Division of The Toronto & York Radial Railway to conform with the new

Toronto and Hamilton Highway, and the approval of Freight Tariffs of Provincial Lines.

#### REPORTS TO THE HOUSE.

In pursuance of Rule 61a of the House the Board has made enquiry into and reported upon four Financial Bills which were introduced last session into the Legislature. A list of the Bills so reported will be found in the Appendix.

#### ANNEXATIONS OF TERRITORY.

There were five applications made in 1917 by cities, towns and villages for annexation of additional territory thereto. An alphabetical list of annexation applications is contained in the Appendix.

#### VALIDATION OF MUNICIPAL DEBENTURES.

(Section 295 of "The Municipal Act.")

There were 74 applications to the Board under the above legislation in 1917, involving debentures of a total value of \$1,538,689.99. Acting under the powers conferred by the above legislation the Board was able to grant relief in all but three of these cases, thus validating debentures under more than 36 by-laws affected by irregularities which would otherwise have required special Acts of the Legislature to make the debentures valid and saleable. The three cases above mentioned in which the Board did not grant relief were applications for validation of by-laws providing for the issue of debentures for Patriotic purposes, and were transferred to the Lieutenant-Governor in Council for approval under section 5 of chapter 37, Ontario Statutes, 1915.

Municipalities are shewing an increasing disposition to have their by-laws and debentures validated under said section 295, even in cases where no irregularities occur requiring the curative powers of the Board thereunder, as they have found that such validation facilitates the marketing of their debentures.

The amount of debentures validated by the Board during 1908 was over \$840,000; during 1909, over \$1,326,000; in 1910, over \$718,000; in 1911, over \$1,350,000; in 1912, over \$1,330,000; in 1913, over \$2,990,000; in 1914, over \$3,071,000; in 1915, \$4,172,912.01, and \$2,289,744.20 in 1916. An alphabetical list of these applications filed in 1917 is given in the Appendix and will be found indexed under the word "Validation."

Owing to large expenditures by Municipalities for Patriotic purposes and to the scarcity of labour and expense of borrowing money, debenture issues by Municipalities were, in the Board's experience, considerably less than in normal years, but the Board has reason to expect that when normal conditions again prevail Municipalities must necessarily make large issues of debentures to finance needed works wisely postponed for the present.

#### ASSESSMENT APPEALS.

The Board have heard twenty-five assessment appeals during the year 1917. The assessed value of the property affected by these appeals was over five and one-half million dollars. An alphabetical list of these assessment appeals is contained in the Appendix.



## RAILWAY RETURNS.

Annual reports to June 30th, 1917, by railway companies under the Board's jurisdiction, and a summarized tabulation thereof shewing the details of their capital, assets, liabilities, operations, etc., will be found in the Appendix, alphabetically arranged. The reports are copied and tabulated as received and the Board has no means of auditing same and does not therefore represent or guarantee that such reports are correct or accurate.

## ACCIDENTS.

A tabulated summary of accident reports received by the Board during the year 1917 appears in the Appendix and shews that 27 persons were killed and 377 injured during the year.

In 1908, 26 persons were killed and 391 injured; in 1909, 16 were killed and 340 injured; in 1910, 34 were killed and 399 injured; in 1911, 33 were killed and 541 injured; in 1912, 25 were killed and 537 injured; in 1913, 13 were killed and 710 injured; in 1914, 12 were killed and 613 injured; in 1915, 30 were killed and 612 injured (this included 15 killed and 144 injured in accident at Queenston, July 7th, 1915), and accident reports received shew that 13 were killed and 356 injured in 1916.

## ONTARIO SAFETY LEAGUE.

Early in 1913 the members of the Board called together representatives of various organizations which were specially interested in the question of street traffic. Representatives were sent from the Board of Trade, Canadian Manufacturers' Association, City Council, Ontario Motor League, Board of Education, Separate School Board, Toronto Railway Company, Toronto District Labour Council, Boy Scouts, Team Owners' Association, and many others. Every delegate realized that the question was one that dealt with actual dangers to which the public was constantly exposed, and each agreed that some definite and concerted action must be taken. After numerous conferences the Ontario Safety League was organized on the 17th September, 1913. The League has since done much good and vitally useful work towards lessening the dangers of travel, especially on congested highways.

## PLANS.

## (Plans of Land Subdivisions.)

Under "The City and Suburbs Plans Act" (Revised Statutes, chapter 194), and "The Planning and Development Act" (chapter 44, 1917), which, on 12th April, 1917, repealed and superseded it, the Board considered during the year 41 applications for approval of plans. An alphabetical list of owners of lands subdivided by these plans will be found in the Appendix. One hundred and fifty-four such applications were considered in 1912; 213 in 1913; 137 in 1914; 38 in 1915, and 18 in 1916.

An Act to amend "The Land Titles Act," being chapter 31, Ontario Statutes, 1917, requires plans of lands in territories without municipal organization to be approved by the Board. Under this legislation, which became effective on the 12th April, 1917, the Board, during the balance of that year, approved four such plans.

Under section 479 of "The Municipal Act," as re-enacted by section 20 of "The Municipal Amendment Act, 1914," the Board in 1917 considered eight

applications. An alphabetical list of the owners of the lands affected will be found in the Appendix. There were eighteen of such applications to the Board in 1915 and eight in 1916.

#### FORMS.

The Board has pamphlets (for distribution to parties interested) containing the following forms and specifications, namely:—

- (1) The Board's Rules of Practice, Specifications and Practice Forms.
- (2) Standard Specifications for Bridges, Viaducts, Trestles or other Structures.
- (3) Pamphlets containing copy of "The Ontario Telephone Act," and with information regarding Provincial Telephone Systems.
- (4) Forms under "The Local Improvement Act."
- (5) Specifications for Local Municipal Telephone Systems.
- (6) Forms under "The Planning and Development Act."
- (7) Forms for submission of a by-law or question to a Poll, and other forms under "The Municipal Act."
- (8) Forms of affidavits in support of applications under Section 295 of "The Municipal Act."
- (9) Form for Return by Municipality operating Telephone System.
- (10) Form for Return by Company, etc., operating Telephone System.
- (11) Form for Tariff of Tolls for Telephone System.
- (12) Forms for Annual Reports by Railway Systems.

#### EXTENSIONS OF MUNICIPAL UTILITIES APPROVED UNDER SUBSECTION 3 OF SECTION 400 OF "THE MUNICIPAL ACT."

An alphabetical tabulation (under names of Municipalities) of extensions to public utilities made by Municipalities, and approved by the Board under the above subsection 3, will be found in the Appendix and will be found indexed under the word "Approval." The total of the debenture by-laws approved in 1917 to pay for these extensions is \$1,705,393.16. This, of course, does not cover extensions made under by-laws approved by the ratepayers, but only under by-laws approved by the Board under the above subsection 3. The amount of Debenture issues before the Board for these purposes in 1915 was over \$700,000, and in 1916 was \$5,361,379.24.

#### MISCELLANEOUS MATTERS UNDER THE BOARD'S JURISDICTION.

A classified analysis of miscellaneous matters dealt with under the jurisdiction of the Board (arranged alphabetically under the names of the Municipalities, companies or persons affected) will be found in the Appendix. These include annexations, arbitrations, assessment appeals, Financial Bills reported to the House, Bridges (allocation of cost of certain Toronto and Hamilton Highway Bridges), Extension of debenture issue period under Municipal By-laws, Extension of time to pass Municipal By-laws, Forms approved by the Board, Applications under the (Municipal) Franchise Act, Applications in respect of the Toronto and Hamilton Highway, and of highways less than 66 feet in width, Incorporations of towns and erection of villages into towns, Interest increase By-laws of Municipalities, Petitions against Local Improvements, Applications under "The Public



Utilities Act," Applications regarding investments of Sinking Funds of Municipalities in such Municipalities' own debentures, Approval of By-laws for Works ordered by the Dominion and Ontario Railway Boards, and Water Supply to suburban districts.

#### PUBLIC UTILITIES.

We have the honour to submit reports for the year ending June 30th, 1917, upon radial electric and electric street railways operating in the Province of Ontario under the jurisdiction of the Board.

The abnormal conditions prevailing owing to the war were in 1915 reflected on the reduced earnings of most of the Electric Railways—the number of passengers carried being substantially less than during the previous year. However, in 1916 and 1917 most of the companies have shown an increase in passengers carried and in gross revenue.

H. C. SMALL,

*Secretary.*

March 8th, 1918.

#### TELEPHONE SYSTEMS.

One hundred and fifty-seven applications under the provisions of "The Ontario Telephone Act" were dealt with by the Board during the year 1916. These may be summarized as follows:—

(a) For the approval of municipal by-laws granting use of the highways to telephone systems, under section 8 (1) of the Act.

(b) The right to erect poles and wires on highways in unorganized territories, under section 8 (6) of the Act.

(c) For consent to the removal of names from petitions praying for the establishment of telephone systems by municipalities, under section 10 (1) of the Act.

(d) For authority to extend municipal telephone systems into adjoining townships, under section 13 of the Act.

(e) For consent to the purchase of existing telephone systems by municipalities, under section 16 of the Act.

(f) For authority to extend payment of the cost of establishing systems under Part II over a period exceeding ten years, under section 17 (3) of the Act.

(g) For authority to extend the period within which telephone debenture by-laws may be passed, under section 17 (8) of the Act.

(h) For the approval of by-laws, etc., for the establishment of telephone systems by municipalities, under section 17 (9) of the Act.

(i) For an Order fixing the price to be offered for the purchase of telephone systems by municipalities, under section 17 (10) of the Act.

(j) For consent to erect poles upon the same highway upon which pole leads of another telephone system are already erected and for preventing the unnecessary duplication of pole leads, under section 26 (6) of the Act.

(k) For the approval of regulations, under section 26 (7) of the Act.

(l) For an Order fixing the terms for erecting poles in a municipality for the purpose of furnishing the service ordered by the Board, under section 28 of the Act.

(m) For the approval of tariff charges, under section 31 of the Act.

(n) For authority to expend a portion of Depreciation Fund in the extension of telephone systems, under section 32 (a) of the Act.

(o) For an Order prescribing the terms for interchange of service between adjoining telephone systems, under section 33 of the Act.

(p) For the approval of agreements for interchange of telephone service, under section 34 of the Act.

(q) For an Order directing the terms and conditions for furnishing telephone service, under section 36 of the Act.

(r) For authority to issue additional stock or bonds, under section 38 (a) of the Act.

The continued policy of the Board in endeavouring to secure an amicable settlement between the applicant and respondent, wherever desirable and practicable, with the assistance of the Board's expert, has in the majority of these cases proved successful.

In addition to the applications and complaints referred to, a vast amount of correspondence relating to telephone matters has been handled by the Board, through the medium of which much information has been given to municipalities, companies and other persons interested, and many difficulties that might otherwise have necessitated a hearing before the Board have been satisfactorily adjusted.

Arrangements have been made with the Meteorological Bureau and the Bell Telephone Company of Canada for the furnishing of daily reports of the weather forecasts to those telephone systems having long distance connection with the beforementioned company, with a view to placing this information at the disposal of the subscribers to the rural telephone systems throughout the Province. In order that these weather forecasts may be made available over as wide an area as possible it is recommended that legislation be enacted giving this Board authority by order or regulation to require every telephone system within its jurisdiction to receive these weather forecasts, and, upon request, furnish particulars of same without charge to all users of rural telephone systems.

The necessity for Dominion legislation providing for a Joint Board to deal with interchange of service between telephone systems under the jurisdiction of the Board of Railway Commissioners for Canada and telephone systems under the jurisdiction of this Board as is now provided in the case of railways by 1-2 Geo. V, c. 22, s. 5, Statutes of Canada, and also giving the first-named Board authority to order companies under its control to furnish local interchange of service with local and rural telephone systems, continues to be very pressing. It is, therefore, recommended that this matter be again urged upon the Parliament of Canada whenever the consolidation and revision of "The Railway Act" is next under consideration.

There are now sixty-seven telephone systems in the Province being operated or in the course of construction by municipalities under the provisions of Part II of "The Ontario Telephone Act."

The number of telephone systems which have reported to the Board is now 610, operating approximately 89,000 telephones, and representing a capital investment of \$6,000,000.

Detailed statistics and other information relative to the telephone systems within the jurisdiction of the Board will be found in the booklet "Telephone Systems, 1918," published concurrently with this report. This booklet will also contain "The Ontario Telephone Act, 1918;" forms of by-laws for use by municipalities establishing or operating telephone systems under the provisions of Part II of "The Ontario Telephone Act;" specifications for the construction of telephone systems, and other information.

F. DAGGER,  
*Electrical and Telephone Expert.*



APPENDIX TO TWELFTH ANNUAL REPORT OF THE ONTARIO  
RAILWAY AND MUNICIPAL BOARD, 1917.

## PROCEDURE FILE 1007.

Township of Sandwich East

vs.

Sandwich, Windsor &amp; Amherstburg Railway, and Windsor &amp; Tecumseh Railway.

March 16th. Chartered Accountant's report filed, bring report herein dated November 6th, 1913, down to end of 1916.

March 20th. Supplementary report filed.

Oct. 30th. Hearing continued pursuant to request of Counsel for Applicant, 5.40 to 5.50 p.m., Council Chamber, City Hall, Windsor. Adjourned *sine die* at request of Counsel, to be brought up again on Notice by the Applicant.

## PROCEDURE FILE 1081.

Toronto

vs.

Toronto Railway Company.

(General Case.)

1917.

Feb. 6th. Hearing, pursuant to Appointment, continued 11 a.m. to 12.45 p.m., at Board's Chambers. Board holds that there are two points open—financial condition of passenger business as shown by traffic receipts, and carrying capacity of cars offered by Company. Hearing adjourned to Friday, the 9th inst., at 11 a.m., to hear evidence on above two points. Company allowed to put in counts for last quarter of 1916 and January, 1917.

Feb. 9th. Hearing, pursuant to adjournment, 11 a.m. to 1.20 p.m. No evidence to be admitted *re* labour and steel market, etc., but evidence to be produced by Company as to overcrowding and correctness of City's statement of gross receipts. Hearing adjourned to Wednesday, 14th inst., at 2.30 p.m.

Feb. 14th. Hearing continued 2.30 to 4 p.m., and concluded. Judgment reserved. (See Reporter's notes.)

Feb. 27th. Judgment delivered.

March 22nd. Counsel for City and Company heard as to minutes of Judgment, and form of final Orders settled.

March 22nd. Orders (2) issued.

## OPINION OF THE BOARD.

The Order of the Board made herein and dated 6th November, 1914, was on the application of the City of Toronto re-opened, pursuant to its powers under Section 25 of the Board's Act, for the purpose of reconsidering the Order in respect of that portion of it which required the Respondent to build and have in

operation upon routes to be approved by the Board, not later than the 1st day of June, 1915, fifty double truck cars of a design approved by the Board. The proceeding in which the above Order was made was begun in November, 1911, by an application of the City of Toronto, alleging amongst other things the failure of the Respondent to operate a sufficient number of cars, in consequence of which the cars operated were greatly overcrowded, and asking an Order of the Board directing the Respondent to operate 200 more cars. The successive steps taken by the Board for the determination of the application and incidental developments thereto, need not be recapitulated here as they are sufficiently indicated in the Opinion of the Board dated 6th November, 1914, which formed the basis of the Board's Order of the same date. The conclusions set out in that Opinion were reached after an exhaustive consideration of Mr. Barnes' Report at a series of hearings before the Board, at which ample opportunity was given and availed of by all parties, to submit evidence and offer argument for and against the procedure and conclusions of Mr. Barnes. A perusal of that Opinion will show that the Board, in declining to give effect to the report of Mr. Barnes in its entirety, in respect of car shortage, was influenced by the fact amongst others that in the interval between the making of the Report—15th May, 1914—and the issuing of the Order of the Board based upon it—6th November, 1914—the revenues of the company had shown a serious falling off. This decline, which began in August, 1914, appears from the material before the Board to have been progressive and persistent till November, 1915, after which there was a marked and progressive revival, so much so that in December the passenger earnings exceeded those for December in any year since 1912, and those for January, 1917, exceed by a comfortable margin the passenger earnings for any January since 1912. The returns of earnings for 1912 are the earliest in possession of the Board, and show, it is believed by the Board, the largest traffic earnings up to that date in the history of the Company. These swelling revenues betoken increased passenger traffic, and imply a demand for increased car capacity to handle it expeditiously, and with a due regard to the comfort of passengers.

Besides a tabulated statement of the passenger earnings of the company for the years 1912 to 1916, both inclusive, and for January, 1917, the only evidence put in by the Applicant was certain counts of the passenger traffic on the cars of the Respondent at different times made by the Board's Inspector of Railway Operation, under instructions from time to time given by the Board. These traffic counts, as tabulated and reported to the Board by its Inspector, form a part of the file on this proceeding, and were adopted by the Applicant in support of its claim.

These traffic counts and the statement of traffic earnings put in satisfy the Board that the conditions of the service, after a period of depression extending from midsummer, 1914, to the end of 1915, are now approximately as they were when observed by Mr. Barnes for the purpose of his report—indeed, the overcrowding on certain routes disclosed by the report of the Board's Inspector is greater than that observed and reported by Mr. Barnes. This degrading of the service may be due to the fact that by a fire in December, 1916, one of the car sheds of the Respondent was destroyed by fire, with the resultant destruction of some 162 cars and damage to 15; only some of those cars, it may be observed, were serviceable. Against this loss the Company has since the Board's Order of November, 1914, built and brought into operation only 28 new cars of the 50 additional cars then ordered.



Upon the evidence before it the Board finds as a fact that the equipment appliances and service of the Respondent in respect to the transportation of passengers is improper and inadequate in that the Respondent does not operate a sufficient number of cars. This is the conclusion reached by Mr. Barnes, as indicated on page 154 of his report where he says:

"Many more passengers are being carried than seats provided during the morning and evening rush hours and periods of mid-day and late evening traffic, and in order to furnish a reasonable and adequate service additional seats should be run on nearly all of the lines during the morning and evening rush hours and other periods of the day."

On page 155 of his report, Mr. Barnes says: "As previously shown the Company own available for operation 828 cars including trailers. At six p.m. on March 19th, 1914, there were 814 cars in operation and twelve motors and two trailers in the shops."

A comparison of the foregoing figures with the returns made to the Board by the Company for January, 1917, shows in the latter case a marked falling off in the number of cars operated at six p.m.—the hour of maximum service—as well as in the number of cars available for service. For instance, on Tuesday, the 2nd January, the maximum service was 632 cars, while 78 are returned as not in service, a total of 710; on Friday, 12th January, the maximum service was 656 cars, while 69 cars were returned as not in service, a total of 725; on Monday, 22nd January, the maximum service was 657 cars, while 70 cars were returned as not in service, a total of 727; on Wednesday, 31st January, the maximum service was 682 cars, while 45 were returned as not in service, a total of 727. Thus on the four days selected (which are fairly representative of all the secular days of January last) in the month which marked the high water mark of passenger receipts in the history of the Company, the average cars in operation at the hour of maximum service was 658 as compared with 814 cars in operation as reported by Mr. Barnes on the 19th March, 1914. That the date selected by Mr. Barnes presents nothing exceptional in the car service of the Respondent during 1914 it may be stated that the return by the Company of its maximum service on the 14th October, 1914, (the only one of the Company's daily returns preserved on the Board's files for that year) shows that on that day 830 cars were operated. A reference to page 44 of Mr. Barnes' report shows a maximum car operation, while the system was under observation by him in 1914, of 731 motor cars and 71 trailers, a total of 802.

It is only fair to say that under the Board's Order of the 6th November, 1914, the Company has brought into operation 28 new double truck cars which may be used to displace some smaller single truck cars withdrawn from service. While this would give a larger number of seats for a given number of cars in operation, it could not appreciably improve the service in view of the reduced maximum car service shown by the above comparison. Under the heading "Cars required" Mr. Barnes says:

"The preceding tentative distribution of cars requires 421 double truck cars, 167 single truck and 182 two-car trains, making a total equivalent of 952 cars. The Company has at present 464 double truck cars, 293 single truck and 71 trail cars, a total of 828. It is suggested that all of the trailers be retired from service and that in the immediate future 37 of the single trucks should be retired. This would reduce the present equipment to 256 single trucks and 464 double trucks, a total of 720; it is proposed to add 182 two-car trains.

"The tentative distribution would require 182 two-car trains, 421 double truck cars and 167 single trucks. This would leave 43 double trucks and 89 single trucks.

"The proposed extensions of lines would require approximately 29 cars which should be double truck. This would leave available for shop purposes 14 double truck cars, which is 30 per cent. of the total of this class. This is not a sufficient percentage for proper upkeep of equipment. This will leave 89 single truck cars not required for service under the tentative distribution. Ultimately all single truck cars should be retired from service. Pending this, the 89 single trucks might be used for special service requirements."

Since Mr. Barnes' Report was made the following additional tracks have been laid and are now being operated on Terauley Street from Agnes Street north, on Ossington Avenue, Hallam Street, etc., to Lansdowne Avenue, and on Yonge Street from Canadian Pacific Railway to Farnham Avenue. Besides additional tracks have been ordered to be laid from Gerrard Street along Carlaw Avenue, etc., to and along Pape Avenue. The services on these extensions call for the operation of additional cars.

The Board is satisfied from the evidence before it that the condition of overcrowding which Mr. Barnes found in 1914, and which warranted him in recommending so considerable an addition to the Respondent's equipment, prevails now to an even greater degree. This condition in the opinion of the Board imperatively demands a substantial instalment of the relief recommended by Mr. Barnes. The City asks for 200 additional double truck cars, a much less number than that recommended by Mr. Barnes. The Board is of the opinion that the conditions of the Company's service as outlined above warrants the demand. There will be an Order for 200 additional double truck cars, and these will be over and above the fifty cars covered by the Board's former Order.

The unfinished cars of the Order for fifty cars should be finished and in operation not later than 1st May, 1917. Of the 200 cars now ordered, 100 should be finished and in operation by 1st January, 1918, and 100 should be finished and in operation by 1st January, 1919. Adopting the suggestion of Mr. Barnes, a sufficient number of the 200 cars now ordered should be equipped so as to be operated as two-car trains.

Provision should be made in the Order for giving named officials of the Applicant access to the premises and records of the Respondent, so that the Applicant may be fully advised as to the progress made in carrying out the Board's Order, and in particular as to the steps taken by the Respondent to procure necessary material and engage workmen for that purpose.

On the ground of urgency, and with a view to give the Respondent access to as wide a market as possible, the Board is of opinion that the Applicant should formally waive that provision of the agreement with the Respondent which binds the latter to manufacture in the City of Toronto all its cars during the term of the agreement.

There will be no costs to either party, but the Respondent should pay \$30.00 in law stamps.

(Sgd.) D. M. McINTYRE,

*Chairman.*

Dated at Toronto this Twenty-seventh day of February, A.D. 1917.



27th February, 1917.

## ORDER.

Upon the application of the above-named Applicant for a re-opening and a reconsideration of the Order herein of the Board dated the sixth day of November, 1914, in respect of the number of additional cars to be furnished by the Respondent to accommodate reasonably the passengers offered for transportation, and upon hearing the evidence adduced and upon hearing Counsel for the Applicant and the Respondent:

And it appearing that the equipment, appliances and service of the Respondent in respect to the transportation of passengers are inadequate in that the Respondent does not operate a sufficient number of cars;

1. This Board doth order that the Respondent do place in operation on its system 100 additional double truck motor cars not later than the first day of January, 1918, and a further 100 additional double truck motor cars not later than the first day of January, 1919;

2. And this Board doth order that to ensure the faithful and punctual performance of this Order, the Respondent do from time to time on the request of the Applicant, inform the Applicant of the things done by the Respondent in and about the performance of this Order, and that R. C. Harris, City Engineer, of the Applicant, or his authorized representatives, shall from time to time have access to the premises, works and records of the Respondent in order that the Applicant may verify the information so given, and may be fully advised as to the progress and efforts made in carrying out this Order;

3. And this Board doth further order that there be no costs to either party of this application, but that the Respondent pay on this Order the sum of \$30.00 in law stamps.

(Sgd.) D. M. McINTYRE,

*Chairman.*

(Seal)

27th February, 1917.

## ORDER.

Upon further consideration of this Board of the Order herein dated November the sixth, 1914, and it appearing from the reports of the Board's Engineer that of the fifty cars ordered by the said Order, only twenty-eight have been placed in operation:

1. This Board doth order that the Respondent do place in operation on its system the remainder of the said fifty motor cars ordered by the said Order of the Board dated the sixth day of November, 1914, not later than the first day of May, 1917.

(Sgd.) D. M. McINTYRE,

*Chairman.*

(Seal)

## PROCEDURE FILE 2360.

In the matter of Specifications, under Section 26 of "The Ontario Telephone Act," fixing the minimum standard requirements for construction and equipment of Telephone Systems.

Nov. 12th. Amending Order issued.

12th November, 1917.

## ORDER.

The Board orders, pursuant to the powers conferred upon it by the provisions of Section 26 of "The Ontario Telephone Act," that the specifications fixing the minimum standard requirements for the construction and equipment of telephone systems, dated the 20th day of April, 1914, are hereby amended by cancelling the two following paragraphs:

"All circuits shall be three feet above or below other wires. This does not apply to insulated drop wire passing over or under telephone or telegraph lines.

"Insulated wires or cables suspended on a grounded messenger wire shall be used where lines cross under high tension power circuits. On no account must lines be erected over high tension circuits without the permission and under the direction of the authorities controlling such circuits."

and substituting therefor the following:

"All circuits shall be three feet above or below other telephone or telegraph wires or conductors connected with grounded secondary circuits of transformers below 350 volts. This does not apply to insulated drop wire passing over or under telephone or telegraph lines."

"Insulated wires or cables suspended on a grounded messenger wire shall be used where lines cross under high tension power circuits. On no account must lines be erected over high tension circuits without the permission and under the direction of the authorities controlling such circuits. In any case the following clearances must be maintained between telephone circuits and conductors other than those designated in the preceding paragraph:

"At least 5 feet from primaries, ungrounded secondaries and railway feeders employing less than 10,000 volts;

"At least 10 feet from high tension conductors employing a potential of 10,000 volts or over."

(Sgd.) D. M. McINTYRE,  
*Chairman.*

(Seal)

PROCEDURE FILE 2786. (P. 277.)

Rev. J. S. Ross, *et al*,

vs.

Dominion Power & Transmission Company.

(*Re* Lavatories, etc., on Radial Cars and at Grimsby.)

Jan. 3rd. Plans, etc., approved and certified.

April 27th. Order for completion of sanitary conveniences issued.

April 27th, 1917.

## ORDER.

The Board having by its Order made herein on the second day of November, 1916, directed the said Railway Company to file with the Board complete plans and specifications for sanitary conveniences on its passenger cars and at its



passenger station in the Village of Grimsby, and such plans having been filed and approved by the Board on the third day of January, A.D. 1917, after having been altered in accordance with the recommendations of the Board's Engineer, and the Board having by its Order of the second day of November, 1916, reserved the fixing of the time to complete the installation of the said sanitary conveniences until the filing of such plans,

The Board orders that the said Respondents do, before the first day of July, A.D. 1917, complete the installation on their passenger cars and at their passenger station in the Village of Grimsby of sanitary conveniences as shown on the said plans as so amended by the Board.

And the Board orders that the Respondents do pay the sum of \$5.00 for law stamp on this order.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

(Seal)

PROCEDURE FILE 3320. (P. 236.)

Application by the City of Toronto, under Section 129 of "The Ontario Railway Act," for an Order approving of level crossing of Toronto Suburban Railway by Toronto Civic Railway, at Davenport Road.

Jan. 16th. Order, dated Dec. 18th, 1916, issued.

Feb. 6th. Reports of H. W. Middlemist, Board's Engineer, dated Jan. 18th and 30th, *re* signal system, filed.

Dec. 20th. Application for Order settling apportionment of cost of installation of level crossing filed by City of Toronto. (P.F. 3320A.)

Dec. 26th. Amended Application filed as directed.

December 18th, 1916.

ORDER.

The question of the cost or expense, or the division of the cost or expense of the construction and installation of the device and works ordered by Order of this Board herein dated the 26th day of November, 1915, and of the maintenance thereof, having come on by direction of the Board on the 3rd day of November, 1916, upon hearing what was alleged by Counsel for the Applicants and the Toronto Suburban Railway Company, and the memoranda afterwards submitted to the Board by Counsel as aforesaid, and the judgment having been reserved until this day;

1. This Board doth order that the City shall, at its sole cost, put in and maintain the diamond and crossing at the intersection of the Applicant's railway, and that of the Toronto Suburban Railway Company at the junction of Lansdowne Avenue and Davenport Road, in the City of Toronto; and that the cost of the installation and the maintenance and operation of the protective appliances ordered by previous Order of this Board, dated the 26th day of November, 1915, shall be borne equally by the Applicants and by the Toronto Suburban Railway Company:

2. And this Board doth further order that there be no costs to either party of this application, but that the Applicant shall pay \$40.00 in law stamps.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

(Seal.)

January 18th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I have to report that on Monday last, the 15th instant, I went, at the request of Mr. McCarthy, of the City Bridge Department, to finally inspect the Lansdowne Avenue Civic Car Line. The Toronto Suburban Railway Company was represented by Mr. Hazen. Both Companies had a car on hand to test the electric signal apparatus. When the suburban car passed the trolley release on their line, and the electric switch in the box on their signal post was pulled over, the civic signal went to "Danger," and the derail switch on the steep grade on Lansdowne Avenue was locked, so that the civic car could not descend. Unfortunately, when the test was made for the civic car to come down the signals on the suburban line would not act, owing to some defect in the battery. The test has, therefore, been postponed till the defect is remedied.

As the City authorities were anxious to run their cars for public use the next day, I told them I would have no objection to their having a flagman placed at the crossing at Davenport Road till the defects in the signal system were made good. This was agreed to by Mr. Hazen.

When Mr. Ingram of your Board spoke to me on this matter to-day and requested this report from me, I called up Mr. McCarthy over the 'phone and he told me the City had two flagmen at the crossing during the whole time the cars were being run—one going on duty in the morning, and the other relieving him for the remainder of the day. Mr. McCarthy also informed me he had taken the matter up with the signal company and hoped to have the defect remedied very shortly.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

January 30th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I have this afternoon examined the signal operation at Lansdowne Avenue in company with Messrs. Hazen of the Toronto Suburban Railway, and McCarthy and Harvey of the Civic Railway.

The signals are now working quite satisfactorily, but to arrive at this result it was necessary to increase the battery power from 16 wet cells, as originally considered sufficient by the signal manufacturers, to 32. Mr. Harvey tells me that on the last day I was out, that is, on January 15th, when the signals failed to work, he had, in addition to the 16 wet cells, 5 dry ones, but they were not powerful enough to do the work required to operate the three signals. You have a copy of my report of what happened at that inspection, and since then the city authorities have had the manufacturers' representative here and he doubled the number of original cells. I further understand that the battery is supposed to be good for a period of about six months, but it will have to be watched so that the cells can be renewed before they become useless.

In order that the Railway employees of the Toronto Suburban Company using this crossing may all become familiar with the manipulation of their signal, the City will leave their flagman on to-morrow, after which he will be taken away. In addition to this precaution, I have requested Mr. Hazen to keep their own road-



master, who is acquainted with the matter, on the spot for three or four days longer so that he can be quite certain that the men all thoroughly understand what to do when they come to the signals. He must also see that they do not turn the switch in the box while the lamp there shows red, or they will lock the civic line and cause trouble.

I am of opinion that these signals will work satisfactorily now and would advise your Board to make an order for the operation over this crossing, but the battery must be carefully watched so that it can be renewed before the signals cease to work, and immediate notice should be given to the city authorities by their employees or those of the suburban company should they find anything wrong, and a man placed at the crossing till the defect is made good, and I would suggest that in making out the order these points should be mentioned.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

PROCEDURE FILE 3388. (P. F. 244.)

In the matter of a serious accident on the Niagara Falls Park and River Division of The International Railway Company at Queenston, July 7th, 1915, resulting in loss of lives of many passengers.

July 9th. Engineer's Report filed.

Aug. 18th. Engineer's Report filed.

July 7th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I have to report that yesterday I went with Mr. Ingram, of your Board, to Niagara Falls and made an examination of the International Railway Company's line between the upper and lower bridges.

The devil-strip between these points has been dug out and filled with broken stone level with the tops of the ties for a width extending between the inner rails of the two tracks. There still remains to be done the space between the rails of each track and that under the ends of the ties from each outer rail. Condition of the track seems much improved, even with the work that has already been done. The cross drains are in and appear to carry off the water. When we saw the tracks yesterday they were dry and there was no water lying on the surface in spite of the heavy rain which had fallen a day or so previously, and the usual precautions being taken as to speed they should, in my opinion, be safe enough for traffic until the work is completed, as required by the Order of your Board. Meanwhile, any ties that show signs of decay should be removed and replaced by sound ones. The ties, generally speaking, looked fairly sound throughout.

The Company are removing the old bonding on this section and substituting U bonding for it.

While going over the rest of the line I noticed the tracks were covered with weeds for a considerable extent. Mr. Dixon, the Vice-President, told us yesterday that they had a machine there now which they were going to use to destroy them, and I understand this is to be commenced within the next few days.

I would suggest that a thorough examination should be made of the whole line from the lower bridge at Bridge Street to Queenston to see the condition of the

track and bank, and that this be done early so that any defects may be remedied as soon as possible. Owing to the peculiar location of this railway inspection should be made at regular intervals to insure the safety of the public as far as possible.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

August 16th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I have to report that I met Messrs. Ressinger and Mack, of the International Railway, at 10 a.m. yesterday at Queenston dock.

A special car was provided and this enabled us to make the utmost use of the time. We went first to Bridge Street and looked at the line there and then returned slowly on the car as far as the barns, we walked practically two-thirds of the remaining distance to Queenston, being thus able to see the condition of the ties and track generally.

Since my last visit on July 6th work has been done on several of the curves which have been ballasted with broken stone and new ties put in where there were defective ones; consequently these curves have been considerably improved. *There are defective ties to be found on the line but they are scattered among the sound ones and their number is not unreasonably large. Mr. Mack tells me they have a gang working along the line all the time, taking out defective ties and replacing them, and I would suggest that while this is being done the Company should ballast that portion of the track with broken stone, the same as they have done with the curves above mentioned.* If this is continued systematically the whole line can be ballasted and the old ties removed where required and it will greatly add to the life of the track. I saw several stacks of old ties that have been taken out and new ones ready to be put in, so it would appear that this work is not being neglected.

Weeds are a considerable source of trouble but the Company are using a machine for destroying them and I saw the effects of this yesterday. This work is not yet finished and I trust it will be the means of preventing their growth in the future.

*The new curve* at Queenston for the line over the bridge to the American side has not yet been put in. I think this should be done as soon as possible.

After going over the line yesterday I came to the conclusion that the track is very much improved, and if the Company will continue to keep their section gang employed in ballasting and replacing old ties, and will do as well on the rest of the line as they have done on the curves I speak of, there should be no trouble with the track.

Should an accident happen it will be more likely to occur through careless speeding on curves and at points near the edge of the cliff, or down the grades at Brock's Monument and Queenston, or through the failure of the brakes or other gear of the cars than to anything due to the present state of the track. Such accidents can only be avoided by strict enforcement of the rules regulating speed and careful daily inspection of all cars before leaving the barns.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.



PROCEDURE FILE 3481. (P. 243.)

(See P. F. F. 4121, 4307 and 4460.)

Toronto and Hamilton Highway Commission,

vs.

Toronto and York Radial Railway Co. and the Corporation of the Village of Port  
Credit.

(Application to change location and grade of tracks.)

June 23rd. Order directing change of grade of tracks issued.  
Aug. 1st. Engineer's Report, dated July 28th, on inspection filed.  
Oct. 3rd. Engineer's Report on inspection filed.  
Oct. 26th. Engineer's Report, dated Oct. 22nd, on inspection, filed  
Nov. 6th. Engineer's Report on inspection filed.  
Dec. 4th. Engineer's Report, dated Nov. 26th, on inspection, filed.

June 23rd, 1917.

ORDER.

Upon the Application of The Toronto and Hamilton Highway Commission, in presence of Counsel for the above named Applicants and the above named Respondents, made on the First day of November, 1915, the 3rd day of May, 1916, and the 30th day of June, 1916, for an Order that the tracks of the Respondent, The Toronto and York Radial Railway Company, should be altered to conform to the grade of the Applicants highway, upon hearing the evidence adduced and what was alleged by Counsel aforesaid, and the engineer of this Board having been directed to make a report of the matters in question in this application, and the said engineer having made his report now on file with the Board, bearing date the 18th day of July, 1916,

The Board hereby orders that the Respondent, The Toronto and York Radial Railway Company, do forthwith commence and with all due diligence complete the alteration of the grade of its tracks and conform to the grade of the highway as constructed by the Applicants according to the recommendation contained in the said report of the said engineer, and according to the plan and profile dated November 24th, 1916, revised May 15th, 1916, and approved by this Board on the 28th day of July, 1916, on file with the Board.

And the Board further orders that the said alterations be completed by the said The Toronto and York Radial Railway Company not later than the First day of November, 1917.

And the Board further orders that the fees of the Board's engineer herein be borne equally and paid by the Applicant and The Toronto and York Radial Railway Company.

And the Board makes no order as to costs except that the Applicant shall pay the sum of \$30.00 for law stamps on this Order.

(Sgd.) D. M. McINTYRE,

Chairman.

(Seal.)

July 28th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I have to report that I went yesterday to Port Credit and looked at the work being done by The Toronto and York Radial Company with regard to the changing of their line from the point where the Toronto-Hamilton Highway Commission started work some two years ago to the terminus of the line at Port Credit.

At the present time the men are digging out the high places and removing the excavation to the low spots that have to be raised, the track merely resting on the ground as it is dug out or raised, which gives it the appearance of being laid down without ballast of any sort. This, I may say, is only of a temporary nature and will not last many days, as I understand from Mr. Wilson, who was with me, and Mr. Johnston the engineer in charge of construction, that the track will be raised to its proper level and ballasting will be started early next week. The ballasting will consist of gravel laid to a depth of not less than six inches under the ties. The ballasting and alignment will be started from Port Credit and continued right up to station 92 on the Highway Commission's plan where the latter's work ends at present. I understand from Mr. Wilson that the speed on this section has been limited to four miles per hour during construction. I remarked that I thought the ties were bunched too much, leaving spaces of three or four feet between them in places, and that it would be well to space them properly as soon as possible. The reason for this bunching of the ties is to enable the men to get between them to dig out the high spots in the track. This, of course, will all be put right when the ballasting is done. The Company are also removing the weeds which are very plentiful here. This is all I can say just now about this section of the line and would prefer to reserve further remarks till I have seen the condition when the work has made further progress. Meanwhile, the Company should use every precaution not to permit any speed over it till it has been properly ballasted and permanently aligned and levelled up. A further inspection should be made in the course of ten days or two weeks. The ties should be properly spaced as soon as the digging has been done so as to avoid any wide spaces between and all unsound ones should be removed and replaced by new ones.

With regard to the rest of the track from Stop 29 on the top of the hill east of the trestle bridge, I may say we walked all over it from that point to where the track comes into the centre of the street at Sunnyside. From Stop 29 to Kipling Avenue, at the west end of the asylum, the rails are 60 lbs. T. section, which were laid down about a year ago. A good many of the ties are in very poor condition and should be replaced at once. We also found one or two bolts missing from the fish-plates of a considerable number of joints in this section, especially on the bonded rails, which were evidently taken out by the men when the bonding was done, and have never been replaced. These should be put in at once as there is no excuse for a missing bolt.

From Kipling Avenue to the bridge at Mimico Creek the track is badly worn. The rails weigh 56 lbs. and the ties are in poor condition. However, Mr. Wilson tells me he is going to start work on this section without delay, taking up the present rails and ties and laying new ones on at least 6 inches of good gravel ballast to the lines now staked out by the Highway Commission. I understand he has all the 60 lb. rails and the ties ready and this work should be done as speedily as possible.



East of the Mimico Bridge to the City limits, the Highway Commission do not appear as yet to have stated definitely where the new work is to go, so until that has been decided nothing can be done. Furthermore, I do not think the Railway Company have the rails for this section. I advised Mr. Wilson, while he was waiting, to at least put in sound ties wherever they were required as these could be used again when the track is changed. New rails will certainly have to be put in when the change is made where the present sharp curves are as these curves will be made very much easier.

Within the City limits the situation is peculiar. The track, I understand, is the property of the City, but the Company's men have been making repairs. I would suggest that the curves east of the Humber Bridge be made easement curves and I believe the danger of derailment will be made very much less, besides reducing considerably the wear of the rails. The rails and ties are not good to the point where the 70 lb. rail, which is used in the centre of the street, begins.

I notice the wooden braces were used on curves instead of the regular steel brace, and that the ties were adzed out in some cases very deep. This is very objectionable and should not be permitted. The adzing is done to save a little extra trouble in placing the tie and the wooden braces are used because the men will not take the trouble to fetch enough steel braces from the stores where the Company have plenty.

I consider that the inspection of all the above mentioned work should be made every week or two till the whole is completed in a satisfactory manner.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

October 3rd, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I went this morning with Messrs. Wilson and Johnston of the Toronto and York Radial, to see the work being done on the section of their line between the city limit at the Humber and the Mimico Bridge. The Railway Company are commencing to grade their line and alter the curves at the Humber turn-out just west of the city limit. Mr. Wilson has also given instructions to start work on the points where the present location of the line has to be changed near the Mimico Bridge so that if the weather continues fine this work may be pretty well finished before the winter sets in.

Regarding the New Toronto section. It is possible this may have to stand over until the spring as there is considerable excavation to be done to make the changes required and I fear it is too late now to expect very much.

The ballasting of the Port Credit Division west of the Etobicoke Bridge is practically finished up to Stop 35 from the starch works siding near Port Credit. The cleaning up of the balance of the distance to the embankment near the bridge will be finished to-day and all ready for ballasting. I trust that the end of next week will see this section about completed.

I was very glad to see the work started on the Humber Division as this is one of the worst sections and if it can be completed before the weather gets too bad it will be a long way on to the improvement of the line.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

October 22nd, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I went with Mr. Johnston, Engineer of the York Radial, this morning and looked over the work being done between the Humber and Mimico Bridge. The Company's men are now cutting down the grade just east of the Mimico Bridge and changing the double track there. The grading east of this is pretty well on, but the ballasting and alignment has still to be done. There is one sharp curve which has still to be changed and the Company hope to have this section done before winter sets in.

The ballasting on the Port Credit section is done for half the distance and the lines simply require finishing off on the surface for ballasting. New ties have been put in all through to the Etobicoke Bridge and the ballast distributed for about one-third of the remaining distance. Mr. Johnston hopes, if the weather keeps fine this week, to complete the ballasting up to the bridge. The Company have also filled in the top of the embankment approach to the bridge, thereby reducing the grade, which I think, will be nearly level when the ballasting is done.

The forms are being built for raising the large culvert half way between the starch works siding near Port Credit and Etobicoke Bridge, and I hope the next time I go out I shall see the concrete being put in.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

November 6th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I went this morning with Mr. Johnston, of the York Radial Railway, and looked at the work being done on the line from the Humber to New Toronto. The excavation is practically done to the Mimico Bridge, but the new siding has not yet been completed and the ballasting has still to be done. West of the Mimico Bridge the sharp curve has to be brought over to within 4 ft. 6 in. of the roadway slab as has also the rest of the line to the easterly limit of New Toronto. Excavation is being done for the new siding between this curve and New Toronto and I expect that, for the main line, will be started within a week to bring it over the 4 ft. 6 in. from the slab. The Company have let the contract for the excavation through New Toronto and the contractor has a steam shovel now at work at the east end and going west, taking the earth out for the track which is to be thrown over towards the roadway. He is making good progress and I expect the next time I go out to see this work done pretty nearly through the town.

The ballasting of the Port Credit section is practically finished from the starch works to the Etobicoke Bridge, except on the embankment approaching the bridge on the west side, which is being filled up ready for the ballast. The concrete for the big culvert between these two points is now about finished and the line looks greatly improved in this section. If the weather conditions would only remain good for another month a great deal of work will be done, but I do not anticipate that the line will be fully completed this year.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.



November 26th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I went this morning with Mr. Johnston, the Engineer of the Toronto and York Radial Railway, and looked over the work from the Humber to the west end of New Toronto. The siding is all in at the Humber, the track has to be ballasted and lifted, and there is no change here since my last report as far as the sharp curve on the west of the Mimico Bridge. From this point west the track has to be brought in to within 4 ft. 6 in. of the concrete slab. The Company are now putting in a long turn-out here and the track laying will be done probably by Wednesday. They are also excavating with the steam shovel west of this new siding and getting ready to shift the track.

The excavation through New Toronto is done and ready for the track to be laid on it. This will probably mean laying a new intermediate line and connecting to the old one at each end of the town, leaving the present track for operation while this is being done. The Highway Commission are laying a tile drain between the track and the slab at the west end of New Toronto.

The Port Credit section is ballasted as far as the embankment west of the Etobicoke Bridge, but the filling of the embankment is not yet finished. If the weather continues as cold as it is now it will be difficult to go on with much more of the work this winter.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

PROCEDURE FILE 3562.

City of Windsor,

vs.

Sandwich, Windsor & Amherstburg Railway.

(Omnibus Case.)

Sept. 14th. For Report of Appellate Division Judgment on appeal from Judgment of Lennox J., see 13 O.W.N., 1.

Oct. 30th. Hearing continued, pursuant to Appointment at request of Counsel for Applicants. Adjourned *sine die*—City of Windsor to notify Town of Sandwich and any other parties in interest when new Appointment or inspection made. City of Windsor is to formulate and deliver its demands or proposals for the betterment of the service furnished by the Respondent. Board will then inspect with its Engineer, notice of such inspection to be given to all parties in interest. (See Reporter's Notes.)

Nov. 28th. City's suggestions for better service by Respondent filed. Reply by Respondent directed in eight days.

Dec. 10th. Reply filed.

Dec. 19th. Hearing pursuant to Appointment, Council Chamber, City Hall, Windsor, 11 a.m. to 11.45 a.m. and 12.45 p.m. to 1.40 p.m. Disposal: 11.45 a.m., Mr. J. M. Campbell, Engineer for the Board, to confer with Jas. Anderson,

Manager of Railway Co. and City's Engineer and representatives of other parties interested, and result of conference to be reported to the Board. 12.45 p.m.: Engineers and representatives report to the Board and conference with Board. Company and City Engineer to furnish detailed estimates of cost of the two proposals. (See Reporter's Notes.) Judgment reserved.

PROCEDURE FILE 3751.

Application by The Woodbridge & Vaughan Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for approval of an "other line" charge upon messages and conversations interchanged with the subscribers of other Systems.

June 28th. Order.

June 28th, 1917.

ORDER.

Whereas the Board did on the second day of December, A.D. 1916, order that the Applicant be authorized to charge and collect upon each conversation or message originating or terminating upon the telephone system of the Applicant, to or from points on the system of The Bell Telephone Company of Canada, Limited, an "Other Line" charge of five cents in addition to the established long distance rates of The Bell Telephone Company of Canada, Limited.

And whereas the Board did further order that the said Order of the second day of December, A.D. 1916, shall terminate on the thirtieth day of June, A.D. 1917.

And whereas it is the intention of the Board to investigate and consider the matter of "Other Line" charges upon conversations or messages transmitted or received over the long distance system of The Bell Telephone Company of Canada, Limited, with a view of determining the reasonableness or otherwise of such "Other Line" charges being made and collected by telephone systems within the Board's jurisdiction.

And whereas the Board does not deem it expedient to finally dispose of this application until it has reached a decision in the matter of "Other Line" charges in relation to all long distance messages or conversations transmitted from or received by all telephone systems within the jurisdiction of this Board.

The Board orders that its Order in this matter, dated the second day of December, A.D. 1916, shall remain in operation until the thirty-first day of December, A.D. 1917.

The Board makes no order for costs or for law stamps in respect of this Order.

(Sgd.) D. M. McINTYRE,

*Chairman.*

(Seal)

PROCEDURE FILE 3847.

Application by the Township of West Flamboro, under Subsection 9 of Section 460 of "The Municipal Act," for relief from obligation to rebuild bridge on a given road between Lots 2 and 3, in the Second Concession of the said Township.

Feb. 10th. Order.



June 28th, 1916.

## ORDER.

Upon the application of the Corporation of the Township of West Flamboro under Subsection 9 of Section 460 of "The Municipal Act," to be relieved from the obligation to rebuild the bridge on the given road between Lots 2 and 3 in the Second Concession of the said Township.

And upon hearing the evidence adduced on behalf of said Corporation and several parties who appeared in opposition to said application, and upon hearing what was alleged by Counsel and it appearing that the said bridge is no longer required for the public convenience and that the rebuilding of said bridge would entail a larger expenditure than would be reasonable having regard to the use that would be made of said bridge if it were rebuilt.

1. This Board doth order that the Corporation of the Township of West Flamboro, be and it is hereby relieved from the obligation to rebuild said bridge.

(Sgd.) D. M. McINTYRE,

(Seal)

*Chairman.*

## PROCEDURE FILE 3848.

Application by the Township of West Flamboro, under Subsection 9 of Section 460 of "The Municipal Act," for relief from obligation to rebuild bridge known as "Vinegar Hill" bridge, on a part of original road allowance between Lots 6 and 7, Second Concession of said Township.

Jan. 31st. Hearing, 10 a.m. to 1.05 p.m., pursuant to appointment and adjournment, at Court House, Hamilton, to fix compensation to landowners.

Judgment: \$200.00 compensation to be paid to J. M. Morden, together with grant of road allowance and transfer of bridge. Disbursements for witnesses and Counsel fee, \$25.00, to be paid to Morden.

Feb. 13th. Order.

January 31st, 1917.

## ORDER.

Upon the application of the Corporation of the Township of West Flamboro, under Subsection 9 of Section 460 of "The Municipal Act," to be relieved from the obligation to rebuild the bridge known as the "Vinegar Hill" bridge on part of the original road allowance between Lots 6 and 7 in the Second Concession of said Township and after hearing the evidence adduced by the said Corporation and by other parties upon whom notice has been duly served, and it appearing that said bridge is no longer required for the public convenience and that the rebuilding of said bridge would entail a larger expenditure than would be reasonable having regard to the use that would be made of said bridge if it were rebuilt.

And it appearing that John McKinley Morden, the owner of the land immediately to the east of said road should receive compensation for the damage that he would suffer by reason of the Corporation of West Flamboro being relieved from keeping up said bridge.

And an adjournment having been allowed to enable the Corporation of West Flamboro and said John McKinley Morden to arrange a settlement of the compensation that should be given to the said John McKinley Morden.

And it appearing that the Corporation of the Township of West Flamboro

did by By-law 846 of said Township passed on September 15th, 1916, pursuant to the Statute in that behalf enact among other things that that portion of the sideline between Lots 6 and 7 in the Second Concession extending from the second Concession line north to where it is intersected or crossed by the road leading from Greensville to Crooks Hollow be closed, sold or otherwise dealt with, which said By-law was duly confirmed by the Council of the Corporation of the County of Wentworth.

And after hearing what was alleged by Counsel:

1. This Board doth order that the Council of the Corporation of the Township of West Flamboro be and it is hereby relieved from the obligation to rebuild the bridge known as the "Vinegar Hill" bridge on the road allowance between Lots 6 and 7 in the Second Concession of the said Township and between the Second Concession line and the road leading from Greensville to Crooks Hollow.

2. And this Board doth further order that the said road allowance be conveyed to John McKinley Morden and that he be paid the sum of two hundred dollars by the Corporation of the Township of West Flamboro as compensation for any damage that he may have suffered or shall hereafter suffer by reason of the said Corporation being relieved from rebuilding said bridge.

3. And this Board doth further order that the said John McKinley Morden be paid witness fees for the witnesses attending the hearing hereof on his behalf on this date which have been fixed and allowed at \$32.10 and that his Counsel be paid a fee of \$25.00.

4. And the Board further orders that the said Township of West Flamboro pay the sum of \$35.00 for law stamps on this Order.

(Sgd.) D. M. McINTYRE,

(Seal)

Chairman.

#### PROCEDURE FILE 3856. (P. 287.)

In the matter of New Line to relieve congestion on the Broadview and Parliament Routes of The Toronto Railway Co.

Jan. 5th. Order, dated 4th inst., issued.

June 19th. Blue print Plan No. 3292, in duplicate, showing location of poles, span wires, tracks, etc., filed.

July 3rd. Engineer's Report dated June 30th, *re* Plan 3292 filed. Plan approved and certified.

July 13th. Hearing resumed, pursuant to appointment, 10.30 to 11.30 a.m. Adjourned to Friday, Sept. 14th, at 10.30 a.m., pending reports from Mr. R. C. Harris, City's Commissioner of Works, and The Railway Company as to possibility of obtaining "T" rails.

Sept. 14th. Hearing continued 10.30 to 11.20 a.m. Adjourned *sine die* owing to impossibility of obtaining rails. City undertakes to keep in touch with rail market and advise Board when rails obtainable. Citizens may bring matter up when they find rails obtainable. (See reporter's notes.)

January 4th, 1917.

#### ORDER.

Complaint having been made to the Board that the equipment, appliances and service of the said The Toronto Railway Company, in respect to the transportation of persons, are inadequate in and in respect of the eastern portion of the City of Toronto:



And the Board's Inspector of Railway Operation having, after enquiry and observation, reported to the Board that an additional line of railway in the said portion of the City of Toronto, being an extension of existing lines of the said Company's railway, as hereinafter particularly set forth, is necessary to secure adequate service and facilities for the transportation of persons therein:

And after notice to the said The Municipal Corporation of the City of Toronto and The Toronto Railway Company; and upon hearing and considering the evidence adduced; and after hearing Counsel for the said parties who attended on the several hearings of this matter by the Board; and after hearing what was alleged by certain residents and ratepayers in the said portion of the City of Toronto:

And it appearing to the Board that the equipment, appliances and service of the said The Toronto Railway Company in respect to the transportation of persons in the said portion of the City of Toronto, are inadequate by reason of the need of an additional line of railway, being an extension therein of existing lines of the said Company:

This Board doth order that the said The Toronto Railway Company do, not later than the first day of February, A.D. 1917, file with the Board plans for the construction of the following additional line of railway, being an extension of existing lines of the said Company, to wit:

A double track line of railway from its tracks on Gerrard Street northerly along Carlaw Avenue to Guelph Avenue, thence easterly along Guelph Avenue to Pape Avenue, and thence northerly along Pape Avenue to a point at or near Danforth Avenue, with a "Y" at the intersection of Pape Avenue and Hazelwood Avenue, and with the necessary curves, intersections, overhead work, and other equipment and appliances, and do, not later than the said date, submit the said plans to the City Engineer of the said The Municipal Corporation of the City of Toronto for his approval, as provided in and by the said agreement:

And this Board doth further order that the said The Toronto Railway Company do, on or before the first day of April, A.D. 1917, commence the construction of the said additional line of railway, and that such construction be fully completed, and the said line of railway ready for operation not later than the first day of July, A.D. 1917:

This Board doth further order that from and after the construction of the said line an adequate car service to the satisfaction of the Board be furnished by the said The Toronto Railway Company upon and along the said line and other existing lines of the said Company as follows: from a point on Pape Avenue at or near Danforth Avenue, southerly and westerly along the following streets and avenues, to wit: Pape, Guelph and Carlaw Avenues, Gerrard Street, Broadview and Wilton Avenues, Victoria, Adelaide and Bay Streets to Richmond Street, and thence returning easterly and northerly along Richmond Street and the above enumerated streets and avenues in a reverse order to the point of commencement on Pape Avenue at or near Danforth Avenue.

The Board doth further order that the said The Municipal Corporation of the City of Toronto shall, at all proper time and times, do and perform all things necessary and expedient to be done and performed by it on its part in the premises under and pursuant to the provisions of the said agreement in and about the construction and reconstruction of the street railway portion of the roadways, and otherwise upon and along the streets and avenues named in this Order to the intent that the construction of the said line of railway may be commenced and completed ready for operation at the times by this Order fixed.

There will be no costs to any party attending on the hearing of this application, and no costs upon the Order.

(Sgd.) D. M. McINTYRE,  
Chairman.

(Seal)

June 30th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I have examined the Toronto Railway Company's Plan No. 3292, showing proposed location of the double track line from Gerrard Street to Danforth Avenue.

This line starts from Gerrard Street with a double track "Y" from the existing track, thence north along Carlaw Avenue to Guelph Avenue, thence east along Guelph Avenue to Pape Avenue, and thence north to Danforth Avenue the terminus.

The position of the poles shown on this plan will give plenty of clearance and will probably conform with the curb line on the new width of street.

Carlaw Avenue from Gerrard Street to Guelph Avenue, is now 42 feet wide between curbs, and will not have to be changed, except that the curb line at the corners on Gerrard Street will have to be set back.

The curbs on Guelph Avenue will have to be set back to make the width between them 42 feet instead of 24 feet, which it now is.

Those on Pape Avenue will also have to be set back to 42 feet from Guelph Avenue to Danforth Avenue.

All these changes are very clearly shown on the plan handed me by the City Roadway Department, also those on Hazelwood Avenue where a "Y" is to be put in for turning the cars. The curbs on this street will be set back to make a width of 36 feet between them which will be ample for the single track on that street. This change will extend back on Hazelwood Avenue for a distance of about 190 feet from the east side of Pape Avenue.

The Toronto Railway Company's plan is satisfactory to me and I would therefore recommend its approval by your Board, as all the changes referred to concern the City Roadway Department and have nothing to do with the track.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

PROCEDURE FILE 3857. (P. 265.)

(See P. F. 3320. P. 236.)

Application by The Toronto Suburban Railway Co. for change of gauge to Standard gauge, and for change of grade where necessary, for renewal of its tracks on Dundas Street and to enforce Order of Nov. 26th, 1915, in P. F. 3320.

Feb. 27th. Engineer's Report (dated 15th inst.) on inspection filed.

February 15th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I have to report that yesterday afternoon I made a final examination of the work as far as it can be done at present completed by the Toronto Suburban Railway on Dundas and Keele Streets, and Davenport Road to Bathurst Street,



accompanied by Mr. Stewart, of the City Roadways Department, and Mr. Hazen, Chief Engineer of the Suburban Company.

The work, as far as it can be completed until the weather permits of the paving between the rails on Keele Street, to be done and some places on Dundas Street near Pacific Avenue, which I mention below, is satisfactory to myself and Mr. Stewart and the cars are operating along the whole line.

With regard to the paving on Keele Street as far as Vine Street, this was cedar block which had all to be removed for a width of 8 ft. to permit of the laying of the new rails. The weather was not fit to do any new paving here so it was arranged to fill up with broken stone level with the top of the rails to make a proper surface for street traffic till the spring, when the nature of the new paving and cost of same is to be settled between Messrs. Stewart & Hazen. Some new paving will also have to be done along the west rail on Keele Street from Vine Street to St. Clair Avenue. The west rail along here was the only one moved as the track was good, but work on strip of paving removed (about 18 inches wide) was not satisfactory as the men could not lay the bricks owing to the weather conditions. It was therefore stopped and a temporary filling of stone substituted till the spring.

On Dundas Street, about 350 lineal feet of paving near Pacific Avenue between the rails, and about 500 feet of lineal toothing along them, will have to be seen to in the spring. Owing to some delay in getting pitch the paving had been laid and the joints left exposed so that they became filled with ice, making it impossible to use the pitch when it arrived. It may mean that this length of paving will have to be relaid in the spring if it is disturbed by the frost getting under it.

With these exceptions, I may say that the work is satisfactory and, considering the weather, I think the Company did very well to finish as much as they did. I attach hereto a copy of my notice taken each day I went out on the work, and of all letters written in connection with this work.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

#### PROCEDURE FILE 3861.

Application by the City of Windsor, under Section 21 of "The Municipal Act," for annexation thereto of part of the Township of Sandwich West.

Jan. 15th. Approved draft Order filed.

Jan. 16th. Order issued.

Feb. 10th. Certificate of result of vote filed showing that majority of Municipal electors are not in favor of annexation.

January 16th, 1917.

#### ORDER.

Upon the application of the Petitioners and this Board having appointed July 4th, 1916, at the hour of eleven o'clock in the forenoon at the City Hall in the City of Windsor as a time and place for the hearing of the said Petition and Notice of the said hearing having been served upon the Clerk of the Municipal Corporation of the Township of Sandwich West and the Clerk of the Municipal Corporation of the County of Essex and having also been published in the

*Evening Record*, a newspaper published in the said City of Windsor and having a circulation in the said district and upon hearing what was alleged by Counsel for the Petitioners and the Corporation of Sandwich West, no one appearing for the Corporation of the County of Essex, and upon hearing the evidence adduced and upon reading the Exhibits filed and upon hearing what was alleged by Counsel aforesaid:

1. It is ordered that a vote be taken for determining whether or not the majority of the Municipal Electors of that portion of the said Township of Sandwich West described as follows and being bounded on the east by the City of Windsor, on the north by the Detroit River, on the west by the Town of Sandwich and on the south by the Tecumseh Road are in favor of the said portion of the Township of Sandwich West being annexed to the City of Windsor.

2. And it is further ordered that Wednesday, the seventh day of February, 1917, be and the same is hereby fixed as the time for the taking of the said vote and such vote shall be taken in accordance with the provisions of "The Municipal Act," as to elections in so far as applicable thereto, and the Clerk of the Township of Sandwich West shall in and about and incidental to the taking of the said vote, do and perform all the acts, duties and things ordinarily done and performed by the Clerk of a Municipal Corporation in and about and incidental to the holding of a Municipal election.

3. And it is further ordered that the said votes shall be taken at two polling sub-divisions with the following returning officers to take the vote thereat: Polling sub-division number one shall be at the store of J. J. Bondy, on London Street West, near Bridge Avenue and the said J. J. Bondy shall be the Returning Officer thereat; polling sub-division number two shall be at the school-house number three concession road in the Township of Sandwich West and Albert Sinesac shall be the Returning Officer thereat, and the Clerk of the said Township of Sandwich West shall furnish to each of the said Returning Officers a certified list of the Municipal electors of the Municipality within the said area proposed to be annexed to the City of Windsor according to the last revised voters' list of the said Municipality.

4. And it is further ordered that the ballot to be used at the taking of the said vote shall be the following:

"Are you in favour of having that portion of the Township of Sandwich West bounded on the east by the City of Windsor, on the north by the Detroit River, on the west by the Town of Sandwich and on the south by the Tecumseh Road annexed to the City of Windsor?"

Yes.

No."

5. And it is further ordered that on the 9th day of February, 1917, at the City Hall, in the City of Windsor, at the hour of ten o'clock in the forenoon the Mayor of the Corporation of the City of Windsor shall appoint, in writing signed by himself, two persons to attend the final summing up of the votes as aforesaid by the said Returning Officers and one person to attend at each of the said polling places on behalf of the persons interested in and desirous of promoting the said annexation of territory to the City of Windsor, and a like number on behalf of the persons interested in and desirous of opposing the same.

6. And it is further ordered that on the 9th day of February, 1917, the said Clerk of Sandwich West, Ernest Bondy, shall, at the City Hall in the said City of Windsor, at the hour of eleven o'clock in the forenoon, sum up the number of votes for and against the said proposed annexation in the presence of persons



appointed to attend thereat and in the presence of such of them or any other person entitled by law to be present as may be present and shall declare the result of the voting and certify in writing to the Clerk of the City of Windsor, and to the Board the number of votes cast in the affirmative and in the negative.

7. And it is further ordered that in case an Order for the annexation of the said District to the City of Windsor be made that all assets and liabilities as between the said District and the City of Windsor should be adjusted under the provisions of "The Municipal Act" applicable thereto.

8. And it is further ordered that a copy of this Order be published in the *Evening Record*, a newspaper having a general circulation in the district affected, for three successive weeks, in the manner required by "The Municipal Act" in the case of a money By-law.

9. And it is further ordered that the Municipal Corporation of the City of Windsor shall bear and pay the expense and cost of the taking of the said vote and all incidental expenses in connection therewith.

(Sgd.) D. M. McINTYRE,

(Seal)

Chairman.

PROCEDURE FILE 3960.

Application by The Home Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to increase charges for Telephone Service.

Mar. 22nd. Hearing continued 11.30 a.m. at Board's Chambers. Application to stand but may be reopened at any time upon request of any party interested.

PROCEDURE FILE 3961.

Application by The Bethesda & Stouffville Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to increase charges for telephone service.

Jan. 18th. Order.

January 18th, 1917.

ORDER.

Upon the application of the above-named Applicant, upon hearing the evidence adduced on behalf of the Applicant and upon hearing Counsel for the Applicant,

The Board orders, subject to the several conditions prescribed in this Order, that the application of the above-named Applicant be and the same is hereby approved in so far as the increased tariff charges of \$15.00 per annum for Rural Party Line service and \$18.75 per annum for Business or Direct Line service may be applicable to those subscribers who are resident in any municipality where such tariff charges are not inconsistent with any By-law in force in any such municipality or with the terms of any valid agreement between any such municipality and the Applicant.

And the Board further orders:

(1) That the tariff charges herein authorized shall only apply to those subscribers of the telephone system of the Applicant whose lines terminate at points where the Applicant is furnishing a continuous service, day and night, Sundays and holidays.

(2) That in all cases where the said tariff charge of \$15.00 is made for rural telephone service the number of subscribers' stations operated upon one and the same Party Line circuit shall not, without the consent of this Board, exceed fifteen.

(3) That, for the purpose of providing a fund to meet the cost of the renewal of its plant and equipment, the Applicant shall on December 31st, 1917, and each year thereafter set aside out of its earnings a sum equal to not less than five per cent. of the total value of the plant and equipment used in the Applicant's business on December 31st in each such year. The fund so provided shall be applied exclusively to the cost of renewing such portion of the said plant and equipment as may from time to time be rendered necessary by depreciation or obsolescence, and after deducting therefrom such amounts as may have been so expended in any one year the residual amount shall be placed on deposit in a chartered bank, as a separate account, or may be temporarily used in the purchase of such securities as the Board may approve of until the exigencies of the Applicant's business renders necessary the application, as aforesaid, of such fund or any portion thereof.

(4) That the Applicant shall on or before the fifteenth day of January in each year, furnish the Board with a report setting forth: (a) the total amount standing at the credit of the fund referred to in Clause 3 hereof on the 31st day of December in the preceding year, (b) the amount of such fund which has been temporarily used in the purchase of securities, (c) the names and values of the securities so purchased, together with (d) a certified statement from the bank in which fund is deposited, showing the amount standing at the credit of such fund on the last named date.

(5) That the Applicant shall keep in such form as the Board may approve separate records of all expenditures upon the construction, operation, maintenance and renewal of its plant and equipment, and shall furnish such information in regard thereto as the Board may deem necessary in order to satisfy the Board that the provisions of the two next preceding clauses are being carried out.

(6) The Applicant shall equip all subscribers' stations with a non-interfering push button or switch for calling Central.

(7) The Applicant shall instal such additional switchboard equipment as may be required to enable calls to be handled at all times by such number of operators as may be necessary to ensure the furnishing of a prompt service.

(8) The Applicant shall make such other improvements to its telephone system as the Board's Electrical and Telephone Expert may consider requisite in order to furnish a prompt and efficient service.

(9) The increased tariff charges herein authorized by this Board shall be subject to the terms of any contracts which may exist between the subscribers of the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time, provided, however, that the Applicant shall not be required to furnish a continuous service to those of its subscribers who fail to sign a new contract agreeing to pay the said tariff as authorized.

And the Board makes no order for costs, save and except that the Applicant shall pay \$10.00 for the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,

Chairman.

(Seal)



## PROCEDURE FILE 3973. (P. 270.)

Application by the Town of Aurora, under Section 131 of "The Ontario Railway Act," for approval of proposed interswitching spur between the Grand Trunk Railway and The Toronto & York Radial Railway at Lot 76, Con. 1, Tp. Whitchurch.

Sept. 20th. Application filed by Town of Aurora for amendment of Order as per amending Plan (B. P.) also filed.

Oct. 1st. Engineer's Report, dated 29th Sept., filed.

Oct. 10th. Board of Railway Commissioners for Canada advised that this Board will approve Plan filed with amended application dated 20th ult.

September 29th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I have examined the plan submitted to me by your Board of the proposed siding from the Grand Trunk Railway through Lot 76, Concession 1, Whitchurch Township, to connect with the Metropolitan Railway on Yonge Street about one mile south of Aurora.

Last year a plan was prepared for a siding through this lot to connect these two railways, and upon which I made two reports—one on September 25th and the other on October 18th, 1916, and which is mentioned in paragraph 1 of the latter report.

The objection to this plan was that it showed the curve of the siding starting close to the Metropolitan Bridge and leaving the Grand Trunk main line with a radius of 191 feet without any straight track intervening to enable the steam locomotive to shunt its cars off the main line without going on the sharp curve, which it could not do.

The plan you have now forwarded to me for examination is a considerable improvement on the one above-mentioned because the siding leaves the main line with an easy curve on to a tangent about 225 feet long on level ground before reaching the curve of 180 feet radius in Lot 76. This proposition will permit a steam locomotive to shunt its cars on to the tangent clear of the main line and leave them there to be picked up by the electric railway without going on to the sharp curve. Another improvement shown is that the switch is about 280 feet east of the Metropolitan Bridge so that in case of derailment this structure would not be affected. The grade round the curve in Lot 76 is one per cent. descending towards the level tangent above-mentioned, but I do not consider this very objectionable because the cars would be shunted on to the level tangent from the Grand Trunk main line and will probably remain there till removed by the Metropolitan Company. Furthermore, the resistance of this curve, will, I think, be sufficient to prevent any car starting from rest down the grade.

As to the advisability of placing a switch on the main line at this point, I do not care to express an opinion as it is a matter which concerns the Railway Commission for Canada, and will have to be decided by them.

Regarding the connection with the Metropolitan main line, the siding is shown to encroach on Yonge Street for a distance of about 25 feet at the switch end, gradually tapering to 10 feet at the curve end. The reason for this is that the Metropolitan main line curves away from Yonge Street and, in order to get the switch to the siding in, it would be necessary to bring the siding as far out on the street as the main line tangent is at present. However, since the main

line encroaches on the street for 25 feet from its boundary, there could hardly be much objection to the siding coming on to the street for a length of about 380 feet further, since it could not affect the vehicular traffic which is on the west side of the road. I am therefore of opinion that this plan may be approved by your Board provided there is no objection by the local authorities to the track coming out on the road allowance.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

PROCEDURE FILE 3982.

The Corporation of the Township of Louth

vs.

The Corporation of the Township of Pelham.

(*Re* Deviation County Boundary Line Road, under Section 469 of "The Municipal Act.")

Mar. 23rd. Order issued.

November 9th, 1916.

ORDER.

Upon the application of the above-named Applicants in presence of the Applicants and Respondents, upon hearing the evidence adduced on behalf of the Applicants and Respondents, and upon hearing Counsel for the Applicants and Respondents:

The Board orders:

1. That the deviated road marked red on the Map or Plan filed on the hearing herein and referred to in the Notice of Application of the Applicants is now and has been a deviation of a portion of the County Boundary line between the Township of Louth in the County of Lincoln, and the Township of Pelham in the County of Welland, as also shown on said Map or Plan and colored blue in lieu of the original County boundary line which was never opened up owing to the difficulties of construction, and in order to obtain a better road, and this Board doth further order that the said Townships shall keep up and maintain said deviated road and the Township of Pelham shall pay to the Township of Louth one-fifth of the cost of such maintenance and upkeep of said road.

2. This Board doth further order that the said Township of Pelham shall pay to the said Township of Louth forthwith, one-fifth of the cost of maintenance and upkeep of said road expended by the said Township of Louth during the past six years and which said one-fifth amount is hereby fixed at \$125.00.

3. The Board doth further order that each party hereto shall pay one-half of the value of the law stamps required to be paid on this Order.

(Sgd.) D. M. McINTYRE,

Chairman.

(Seal)



## PROCEDURE FILE 3999.

Miss Minnie Whyte

vs.

Corporation of the Township of James.

(Assessment Appeal.)

Jan. 3rd. Judgment completed, reducing assessment of lands (exclusive of buildings) 50 per cent.

## OPINION OF THE BOARD.

This is an appeal by Miss Minnie Whyte from the decision of the District Judge of the District of Temiskaming, on appeal from the Court of Revision of the Township of James confirming the assessment of the appellant's property in the townsite of Elk Lake. It appears that the property in question comprises some 32 town lots, which are assessed for sums varying from \$100 to \$250 each, and in the aggregate amount to \$10,600. This assessment is mainly for lands, exclusive of the buildings—only five of the several lots being built upon, and they are assessed for \$1,025. The lots are laid out with a uniform frontage of 25 feet and a depth of 75 feet, so that thus each lot contains slightly less than one-twentieth of an acre as set out in the assessment roll. A computation shows that these lots contain about 4 acres, and being assessed for \$9,575, exclusive of buildings, the valuation is at the rate of about \$2,400 per acre.

It was not seriously disputed that there is no present market for town lots in Elk Lake. Indeed, Mr. Mackenzie, a witness called by the Township, stated that "there has been no sale for lots since 1910." Mr. McCarthy, a Police Magistrate and resident of Elk Lake since 1908 or 1909, testified that for the building in which the Board met, sufficient rents had not been received to pay the taxes since 1910; the stores and offices had been vacant since 1910; the only tenant was himself and he occupied his office rent free in return for his services as agent for the owners of the building. This building has stores on the ground floor, and is a well appointed structure and centrally situated.

Mr. McKinley, a carpenter who has lived in Elk Lake for nine years, testified as to some of the lots assessed for \$100 each, that it was doubtful if they would bring \$10 each if offered for sale. He stated that other lots assessed for \$175 and \$300 respectively might bring \$25. For Lot 17 which is assessed for \$250 he would be willing to pay \$200 "if he had the money." His son owns Lot 70 on which there is a house which cost \$800 to build; this property he offered for \$150—\$25 down and the balance by monthly instalments, but was unable to find a purchaser. This lot, exclusive of the buildings, is assessed for \$125. His daughter owns Lot 52; it has a building on it that cost \$150; this property was offered for \$90, but no takers were to be found; this lot, exclusive of the building, is assessed for \$125.

There is another survey in the Town of Elk Lake called the Henshall subdivision. The individual lots are larger than the lots of the appellant, varying in size from 6-100 of an acre to 12-100 of an acre, or of an average acreage of about 1-10 of an acre. The 38 lots still owned by Dr. Henshall have an acreage of 3.8 acres and are assessed for \$5,550, or about \$1,460 per acre. Comparing this valuation per acre—\$1,460—with the above valuation of the appellant's

lands—\$2,400 per acre—it appears that the appellant's lands are assessed 64 per cent. higher than Dr. Henshall's lands. Taking, therefore, Dr. Henshall's assessment worked out on an acreage basis as a standard, as the Board is warranted in doing by "The Assessment Act"—and assuming the inherent values of the lands to be approximately equal, the Board would be warranted in reducing the assessment of the appellant's lands by 64 per cent. on its aggregate valuation.

It was stated that the Henshall lots had some of them 50 feet frontage. It is not clear from the notes whether 50 feet is the largest frontage of any individual lot, but that is the impression which the members of the Board have. For the purpose of a comparison of assessable values on a frontage basis let it be assumed that each of the lots in the Henshall survey has a frontage of 50 feet, and the material before the Board seems to warrant that assumption as being approximately correct. This would give 1,900 feet as the total frontage of the 38 lots; and their assessment being \$5,550 this gives a valuation of \$2.84 per foot frontage for assessable purposes. The 82 lots of the appellant have an aggregate frontage of 2,050 feet, and the land exclusive of buildings being assessed at \$9,575, a simple computation shows that this assessment is equivalent to a valuation of \$4.60 per foot frontage. If these conclusions are correct they establish that while Dr. Henshall's lands are assessed on the basis of a valuation of \$2.84 per foot frontage, the appellant's lands are assessed on the basis of a value of \$4.60 per foot, or 63 per cent. higher.

Upon the evidence submitted the Board feels warranted in concluding that, having regard to the stagnation in real estate in Elk Lake, as indicated by the total absence of sales for some five or six years past, there is an absolute overvaluation of the lands in appeal. Furthermore, assuming that there is a measurable correspondence in value of the lands of the appellant and those of Dr. Henshall, it is clear that the lands in appeal are, relatively to those of Dr. Henshall, overvalued by upwards of 60 per cent. for assessment purposes.

The Board is of opinion that a reduction of 50 per cent. upon the values of the appellant's land, exclusive of buildings, as set out in the Assessment Roll, would do no injustice to the municipality, and it will so order, and that the Assessment Rolls of the Municipality of James be altered to give effect to this conclusion.

There will be no costs to either party in this application, but the Municipality will pay \$20.00 in law stamps on the Order.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

Dated at Toronto this twenty-second day of December, A.D. 1916.

Since writing the above Mr. Coghill has, after some delay, sent the Board, as arranged at the hearing, some additional figures bearing on the matter, which the Board had hoped would be of assistance to it. This additional material consists of the areas and street frontages respectively of the whole of the Elk Lake townsite and of the Henshall survey, with the total assessment of each. Unfortunately, the value of this material to the Board is vitiated by the fact that in the assessment in both cases the assessed value of the buildings is included, and the frontages in the case of each survey includes the double frontage of all corner lots. In view of this it is impossible to make an exact comparison of the assessment of these two surveys severally upon an acreage and frontage basis. But failing the material for such a comparison the Board has reached the conclusion



that (whatever the future may have in store for Elk Lake townsite by reason of as yet undiscovered, undeveloped mineral wealth in the district) in view of the utter stagnation there in real estate for the past five or six years, a substantial reduction in the assessment of the properties in appeal should be made in terms of the above Opinion.

PROCEDURE FILE 4025.

Application by The Hamilton Rural Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to increase its charges for telephone service from \$5.00 to \$8.00 per annum.

Jan. 11th. Order issued for production by Applicants.

Jan. 17th. Hearing continued, pursuant to appointment, 2 to 6 p.m., at the Court House, Cobourg. Judgment reserved. Applicants to furnish particulars of revenue and expenditure on maintenance and operation.

April 20th. Judgment delivered.

July 12th. Order.

OPINION OF THE BOARD.

This is an application by The Hamilton Rural Telephone Company, Limited, for approval by the Board of an increase of its yearly telephone rates from \$5.00 to \$8.00 per subscriber. The Applicant is a company incorporated by Letters Patent in the Province of Ontario, bearing date 18th March, 1907, for the purpose of carrying on within the County of Northumberland the general business of a telephone company, with a share capital of \$10,000 divided into one thousand shares of \$10.00 each.

The Letters Patent show the following five persons to have been the provisional directors: Frederick William George Nixon, William Edwin Lacey, James Thompson and Thomas William Moore, farmers; and David McIntosh the Younger, merchant; and the petition for incorporation shows that each of these incorporators had subscribed for \$90 worth of stock. The summary of the state of affairs of the company on 31st December, 1908, filed with the Provincial Secretary under "The Ontario Companies Act," shows that Messrs. H. Bell, Edwin Lacey, David McIntosh, Joseph Hardcastle and Fred Nixon were directors, and that Mr. Nixon was President, Mr. McIntosh was Secretary, and Mr. Lacey was Treasurer. The same summary shows that at the above date the following were shareholders in the company: Messrs. Budd, Bell, Hoskin, Manly, McBride, McIntosh, Moore, Nixon, Lacey, Rowe, Sheffield, Thompson and West, thirteen in all: and that each held \$70 worth of stock upon which the sum of \$10 was due and unpaid by each shareholder. At the hearing the evidence submitted did not support in every particular the facts set out in the above formal documents: for instance, it appeared that no stock certificates had ever been issued and that only \$30 was contributed in cash by each of the thirteen shareholders.

The operations of the company were commenced on a very modest scale. Each of the thirteen shareholders paid in \$30, and the sum of \$177 was paid in as a bonus by public spirited persons, and the system of Dr. McBride was purchased for \$1.00. Apparently the thirteen original shareholders were connected up at first, but no further stock was subscribed. The procedure of the company in making extensions was this: A person or group of persons desiring connection was asked to sign an agreement, the salient terms of which may be summarized thus: Each intending subscriber was to instal and maintain a telephone instru-

ment on his premises, to supply and erect all poles on the highway, and to furnish certain other enumerated material required to make the connection with the system, such poles and material, so far as they were situated on a public highway, to become the property of the company as soon as the connecting wire was put in position, and the subscriber was to pay a yearly rental of \$5.00, with certain specified tolls for long distance service; the agreement to extend during the term of the company's contract with the Bell Telephone Company. Some ten contracts, covering in date the years 1907 to 1910, and embracing the above terms, have been put in, in evidence signed in all by some fifty-eight persons; and it appears that similar contracts were signed by all applicants for telephone service. In some cases it appears that money in lieu of, or in addition to, poles and other material was contributed with the understanding that the money should be credited to the person paying on account of his telephone rates *pro tanto*.

Started in this unpretentious way by men unfamiliar with the telephone business little pains were taken to keep accurate records of the company's business. The main object was apparently to give a telephone service at the cheapest possible rates, with no thought of profit on the investment. In pursuance of this object the President, Secretary and Directors have been paid nothing for their services in organization and supervision. The Treasurer, it appears, was paid \$10 on the start (presumably per annum) and \$15 afterwards. No dividends have ever been paid, but the surplus earnings have been applied in making extensions to the system.

At the hearing it was contended on behalf of some of the subscribers—other than the thirteen original shareholders—that they too were shareholders in the company in view of their contribution of money or poles and other material which, under the circumstances above mentioned, were used in extending the system to them, or at all events that they were entitled to have issued to them severally stock of the company of a value equal to their several contributions. The Board cannot adopt this contention. The above cited agreements—signed so far as appears to the Board by all subscribers making such contentions—forestall any such inference and clearly show the terms upon which the contributions were made. Each subscriber contributed money or material which, upon his connection with the system being made, became the property of the company, and in return obtained telephone service at an extremely low rate. Not only is this contention met and refuted by the express provision of the above agreements, but nowhere is there found in the history of these transactions anything to indicate that the contributions in material or money were to entitle the contributors to be entered up as holders of stock in the company. Furthermore, during the ten years of the company's existence, while its affairs were being administered exclusively by the original thirteen shareholders and their regularly appointed directors, never was any claim made as of right by those subscribers to share in the management of the business.

Coming now to the substantive matter of claim upon this application, the increase of rates, the Board is embarrassed in reaching a conclusion by the fact that the company's affairs have been conducted in so informal and unconventional a way. For instance, no stock has been issued to the shareholders, no dividends have been paid, no allowance for plant depreciation has been made, no remuneration has been paid to the directors or secretary for their services, and no full, consecutive record of the company's affairs has been kept by its officials. All these matters should have been dealt with by contemporaneous action of the officials and members of the company, and their omission obliges the Board, with



the advice of its telephone expert, and the experience gained in dealing with the hundreds of telephone systems under its jurisdiction, to work out, with the facts at its disposal, a scheme of finance and administration for the ten years of the company's life history which will be fair to the members of the company, as well as to the subscribers of the system. Only by elaborating some such scheme is it possible to determine equitably what would have been the present position of the company and its members had normal business principles been applied to its affairs from the beginning. The following statement seems to furnish such a scheme.

Cash paid on shares.....	\$390 00
Bonuses paid.....	177 00
Interest, 10 years at 6% on \$390 .....	234 00
Services of Secretary, 10 years at \$100.....	1,000 00
Directors' fees, 10 years at \$100 .....	1,000 00
	<hr/>
	\$2,801 00
Less free service for 10 years, 13 subscribers at \$5.....	650 00
	<hr/>
	\$2,151 00
Or say value of shareholders' interest.....	\$2,160 00

ASSETS

Estimated value of plant .....	\$5,000 00
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LIABILITIES

To shareholders.....	\$2,160 00
Depreciation reserve .....	2,840 00
	<hr/>
	\$5,000 00

Upon the basis of the foregoing capital account the following statement of estimated revenue and expenditure for a year seems to warrant the conclusion that an increase of rates of \$7 per subscriber will enable the company to carry on its business with a fair return and proper provision for the future.

Estimated expenditure :	
Dividend at 6% on capital \$2,160.....	\$129 60
Depreciation at 5% on plant \$5,000 .....	250 00
Cost of operation, 208 telephones at \$2 .....	416 00
Cost of maintenance, 208 telephones at \$2 .....	416 00
Directors' fees .....	100 00
Secretary's salary .....	100 00
Balance .....	210 40
	<hr/>
	\$1,622 00
Estimated revenue :	
208 subscribers at \$7 .....	\$1,456 00
Tolls.....	166 00
	<hr/>
	\$1,622 00

The company should arrange to have its stock allotted in general accordance with the foregoing figures, after which an Order will issue approving an increase of its annual rates to \$7.00 per subscriber.

There will be no costs to any of the parties, but The Hamilton Rural Telephone Company will pay in law stamps upon the Board's Order the sum of \$15.00

(Sgd.) D. M. McINTYRE,

(Seal)

Chairman.

Dated at Toronto this Twentieth day of April, A.D. 1917.

July 12th, 1917.

## ORDER.

Upon the application of the above named Applicant, on hearing the evidence adduced on behalf of the Applicant, and upon reading the Applicant's Profit and Loss Account, Statements of Assets and Liabilities, Receipts and Disbursements, and other documents filed,

The Board orders, subject to the several provisions prescribed in this Order that leave be granted to the Applicant to charge the undermentioned tariff charge for telephone service:—

For Rural Party Line Service: \$7.00 per annum.

And the Board further orders:

(1) That the number of Subscribers' Stations operated upon one and the same party line circuit shall not without the consent of this Board exceed fifteen:

(2) That for the purpose of providing a fund to meet the cost of the renewal of its plant and equipment, the Applicant shall on December 31st, 1917, and each year thereafter, set aside out of its earnings a sum equal to not less than five per cent. of the total value of the plant and equipment used in the Applicant's business on December 31st in each such year. The fund so provided shall be applied exclusively to the cost of renewing such portion of the said plant and equipment as may from time to time be rendered necessary by depreciation or obsolescence and after deducting therefrom such amounts as may have been so expended in any one year, the residual amount shall be placed on deposit in a chartered bank at interest, or may, with the approval of the Board be expended in new constructions or extensions or additions to the property of the Applicant, or with the like approval may be invested in interest bearing securities; and all interest accruing from any portion of the said fund so deposited or invested and such portion of the earnings fixed by the Board as attributable to the moneys so expended in new construction, extensions or additions, shall from time to time be carried to the credit of the said fund.

(3) That the Applicant shall on or before the fifteenth day of January in each year, furnish the Board with a report setting forth: (a) the total amount standing at the credit of the fund referred to in Clause 2 hereof on the 31st day of December in the preceding year; (b) the amount of such fund which has been expended in new constructions or extensions or additions to the property of the Applicant; (c) the amount of such fund which has been invested in interest bearing securities; (d) a certified statement from the bank in which said fund is deposited showing the amount standing at the credit of such fund on the last named date;

(4) That the Applicant shall keep in such form as the Board may approve separate records of all expenditures upon the construction, operation, maintenance and renewal of its plant and equipment, and shall furnish such information in regard thereto as the Board may deem necessary in order to satisfy the Board that the provisions of the two next preceding clauses are being carried out:

(5) The increased tariff charges herein authorized by this Board shall be subject to the terms of any contracts which may exist between the subscribers of the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

And the Board makes no order for costs, or for law stamps, in connection with this Order.

(Sgd.) D. M. McINTYRE,

Chairman.

(Seal)



## PROCEDURE FILE 4037.

Application by The Ahmic Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to increase charges for service: Business telephones to \$30.00 per annum and residence telephones to \$20.00 per annum.

Jan. 6th. Order.

January 6th, 1917.

## ORDER.

Upon the application of the above named Applicant, upon hearing the evidence adduced on behalf of the Applicant, and upon reading Applicant's statement of revenue and expenditure, and other material on file,

The Board orders, subject to the several provisions prescribed in this Order, that the application of the above named Applicant, be and the same is hereby approved in so far as the increased tariff charges authorized by this Order may be applicable to those subscribers who are resident in any township where such tariff charge is not inconsistent with the terms of any by-law in force in any such township or with the terms of any valid agreement between any such township and the Applicant.

And the Board further orders:

1. That the charges herein authorized viz.: \$30 per annum for business telephone service and \$20 per annum for residence and rural party line telephone service shall entitle subscribers to the Applicant's telephone system to transmit conversations between any points upon the said system without payment of any additional toll charge.
2. That subscribers to the Applicant's system shall have the right to transmit or receive conversations or messages to or from any point upon the system of the Bell Telephone Company of Canada, Limited, upon payment to that Company of such toll per conversation or message or annual charge as may be provided in any agreement between the Applicant and the said Company, which may hereafter be approved by this Board.
3. That the charge for each conversation or message of three minutes' duration transmitted by any person not being a subscriber to the Applicant's telephone system shall be thirty-five cents plus the established charge of the Bell Telephone Company of Canada, Limited, when such conversation or message is transmitted beyond points upon the Applicant's telephone system.
4. The overtime charge upon conversations or messages referred to in the preceding paragraph shall be twelve cents for each minute in excess of three minutes.
5. The charges herein authorized shall take effect as from the First day of June, A.D. 1917, and shall continue in force for a period of one year from that date; at the end of which time the Board may, of its own motion, or upon any application or complaint rescind or amend this Order in such manner as the Board may deem requisite or proper.
6. The Applicant shall, on or before the First day of June, A.D. 1918, furnish in such form as the Board may prescribe a statement of receipts and expenditures for the preceding twelve months' operation of the Applicant's system.
7. The Applicant shall, with all reasonable despatch, improve, repair and reconstruct its system in such manner as shall ensure the furnishing of an efficient service to its subscribers, and as shall, so far as possible, prevent frequent or prolonged interruptions of service over the lines of the said system.

8. The Applicant shall keep in such form as the Board may approve a record of all complaints from its subscribers and of all interruptions to the Applicant's service from any cause whatsoever, with particulars of the cause and duration of each such interruption, and shall on the First day of July, A.D. 1917, and on the First day of each month thereafter furnish the Board with a copy of such record.

9. This Order shall only become effective upon the Board being furnished by its Electrical and Telephone Expert with his certificate to the effect that the provisions of paragraph 7 of this Order have been complied with.

10. The tariff charges authorized by this Board shall be subject to the terms of any contracts which may exist between the subscribers of the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

The Board makes no order for costs, save and except that the Applicant shall pay \$10 for the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*

PROCEDURE FILE 4048.

Application by the City of Niagara Falls, under Section 21 of "The Municipal Act," for annexation thereto of part of the Township of Stamford.

Jan. 4th. Order, dated Nov. 27th, 1916, issued in form of approved draft filed.

November 27th, 1916.

ORDER.

Upon the application of the above named Applicants in the presence of the Applicants and representatives of the Corporation of the Township of Stamford, and upon hearing the evidence adduced on behalf of the Applicants, and upon hearing Counsel for the Applicants and the Corporation of the City of Niagara Falls,

The Board orders, under and in pursuance of the provisions of Section 21 of "The Municipal Act," that that part of Lot number 126 in the Township of Stamford, in the County of Welland, and of the highways adjoining or through same bounded on the north by the centre line of Clifton Avenue, on the east by the centre line of Stanley Street, on the south by the centre line of North Street, and on the west by the centre line of the Portage Road, as shown upon Plan number 35 registered for the said Township of Stamford, be and the same is hereby annexed to the Corporation of the City of Niagara Falls.

And it is further ordered that such annexation shall take effect from and after the First day of January, 1917.

(Sgd.) A. B. INGRAM,

(Seal.)

*Vice-Chairman.*

PROCEDURE FILE 4059.

In the matter of the Application, under Sections 29 and 35 of "The Ontario Telephone Act," of The Blenheim and South Kent Telephone Co., Ltd., for approval of Agreement dated October 31st, 1916, providing for the sale of the plant, business and assets comprising the telephone system of the Applicant and operating in the Town of Blenheim, Village of Merlin, Townships of Harwich, Raleigh and Tilbury East, in the County of Kent, to The Bell Telephone Company of Canada, Ltd.



Jan. 2nd. Board directs that proof be filed by the several municipalities affected that they have by By-law or Resolution, signified their willingness to rescind their contracts with the Provincial Company.

Mar. 2nd. Order.

March 17th, 1917.

#### ORDER.

Upon the application of the above named Applicant, upon hearing the evidence adduced on behalf of the Applicant and other parties interested, upon hearing Counsel for the Applicant, and upon reading the said application and other material on file,

The Board orders that the sale and transfer by the Applicant of its plant, equipment, business and assets to the Bell Telephone Company of Canada, Limited, be and the same is hereby approved.

And the Board makes no order as to costs, save and except that the Applicant shall pay \$10.00 for the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*

#### PROCEDURE FILE 4083.

Township of Hope vs. Joseph Coulson, The Port Hope Telephone Co., Ltd., The Millbrook Telephone Co., Ltd., and Dr. A. C. Beatty.

Jan. 17th. Hearing, pursuant to appointment, 11.30 to 11.40 a.m., Court House, Cobourg. Connection expedient in public interest. Judgment reserved for thirty days to allow parties to arrange terms; failing agreement Board will fix terms. Adjourned to Feb. 16th at 11 a.m.

Feb. 16th. Hearing, pursuant to adjournment, Court House, Cobourg, 11 a.m. Adjourned to 1.15 p.m. Hearing continued 1.15 to 3 p.m. After consultation with Board's expert, parties reported agreement had been reached, which, when executed, would be forwarded to Board for approval. (See P. F. 4233.)

#### PROCEDURE FILE 4087.

The Trustees and Managers of Oneida Presbyterian Church,

vs.

The Midfield Natural Gas Co., Ltd.

(Application for Gas Supply.)

Jan. 3rd. Reply filed.

Feb. 20th. Hearing, pursuant to appointment, 10.30 a.m. to 1 p.m., at village hall, Caledonia. Judgment reserved.

Mar. 7th. Judgment delivered granting application.

Apr. 2nd. Order.

#### OPINION OF THE BOARD.

This is an application by the Trustees and Managers of the Oneida Presbyterian Church, The Midfield Natural Gas Company, Limited, being Respondents, in which the Applicants claim an Order of the Board requiring the Respondent to make

the necessary connection and supply the Applicants with natural gas pursuant to an alleged obligation arising under the following circumstances. The application is made under Section 21 of the Board's Act as amended by 5 Geo. V, Cap. 31.

It appears that By-law No. 132 was passed by the Council of the Municipal Corporation of the Township of Oneida on the 14th September, 1909, the relevant clauses of which are as follow, the Company referred to being the Respondents:

"1. That the said Company, their successors and assigns, be granted leave to lay down, construct, maintain and operate a pipe line for the conveying of natural gas through the Township of Oneida over and along the several portions of the allowance for roads from the northerly limits of the Township of North Cayuga, to the southerly limits of the Village of Caledonia.

"2. The Company shall, upon demand, furnish gas to all bona fide residents of the Township of Oneida, along the lines of its mains and pipes in the Township of Oneida, and to all who shall lay pipes to connect with said mains and pipes of the Company, or who shall offer to and be ready and willing to pay the Company the cost of laying such pipes, at the price of not to exceed twenty-five cents per thousand cubic feet of gas. And meters shall be furnished free of charge to all consumers of gas, but such meters shall remain the property of the Company and any interference with said meters by the consumer or gas fitter, or any other person without the consent of the Company in writing is strictly prohibited. Fittings and pipes used to connect with main line to be paid for by the consumer, at the cost price of the pipe and the labor of laying the same."

In the exercise of the powers so conferred on them the Respondent laid down pipes along certain allowances for roads in the Township of Oneida, and extended service pipes to the premises of certain residents of the Township and supplied them with natural gas. Amongst those so supplied were the Applicants, and the premises supplied were the church and manse which are vested in the Applicants as trustees. The premises in question are situated in the Township of Oneida, between the First and Second Townlines—which townlines intersect and form a gore at a point a little east of the premises of the Applicants. The Applicants own the land between the First and Second Lines, and the pipes of the Respondents are laid upon both lines opposite the property of the Applicants. In addition a pipe is laid, under a license from the Applicants, from the First to the Second Line across the property of the Applicants, and within convenient reach of both the church and manse. From this latter pipe the church and manse were supplied by means of service pipes laid by the Applicants. Gas was first furnished to the church at the end of the year 1909, and to the manse in November, 1914, and was thereafter continuously supplied at the rate per 1,000 cubic feet stated in the above By-law until October, 1915. About this time the Respondents notified the Applicants in writing that on and after the 1st November, 1915, the price of gas delivered should be 35 cents per thousand cubic feet, and that the minimum charge for monthly service would be 50 cents. Notwithstanding this notice gas continued to be supplied to the Applicants at the rate fixed by the By-law, 25 cents per thousand cubic feet. It appears that in May, 1916, there was a meeting of a number of consumers of the Respondent's gas called at the instance of the Respondent. At this meeting a Resolution was adopted that 35 cents per thousand cubic feet should be paid for gas supplied them by the Respondents instead of 25 cents as provided by the By-law. It does not appear that the Applicants in any way assented to this increase of rates, and they refused to pay at the higher rate: as a consequence in June, 1916, the Respondents cut off the supply of gas and have refused to resume the service, except upon the Applicants agreeing to pay at the rate of 35 cents per thousand cubic feet.



In addition the Respondents claim that the Applicants are indebted to them in the sum of \$25.24, the cost of laying the pipe above referred to as having been laid across the Applicants' lands from the First to the Second Line. The Applicants disclaim any liability to pay this, alleging that the pipe in question was laid by the Respondent under permission given by the Applicants and for the purposes of the Respondent. Their contention seems amply supported by the facts:

(1) That the Applicants laid service pipes at their own expense as required by the By-law, from the Respondent's pipe to the church and manse respectively;

(2) Though the pipe across the Applicants' land was so laid in 1909 no account was rendered by the Respondent for the cost of it, nor any suggestion made by them that the Applicants were liable to pay, until the early part of the year 1916, although in the interval they were rendering monthly accounts for gas supplied. Neither when notifying the Applicants on the 18th October, 1915, of its intention to charge 35 cents per thousand cubic feet of gas from and after 1st November, 1915, was mention made of any unpaid account due by them for the expense of laying the pipe in question. Indeed it would seem that the charge for laying the pipe was an afterthought projected into the controversy when differences had arisen between the parties by reason of the Respondent's expressed intention to raise the rate for gas furnished.

The Board on the evidence before it finds the facts to be that there was no undertaking by the Applicants to pay for the cost of laying the pipe in question, that the Applicants have laid service pipes to the church and manse at their own expense, as required by the By-law, that they are not indebted to the Respondent in any amount for gas furnished them by the Respondent or otherwise, and that they have by writing requested the Respondent to supply the Oneida Presbyterian Church and manse with gas, and that the Respondent has failed to do so.

The Respondent filed the following answer to the Applicants' claim, but did not appear or tender any evidence in verification of it at the hearing:

"1. The Respondents say that the By-law referred to in the 3rd paragraph of the application is void, illegal and not binding on the Respondents and cannot be enforced by the Township of Oneida nor its aid invoked by the Applicants.

"2. The Township of Oneida was appealed to on behalf of the Applicants and decided not to interfere.

"3. The Respondents at the request of the Applicants incurred expense in laying a pipe line to the Applicants' church, and the Applicants have neglected and refused to pay therefor.

"4. The Applicants have neglected and refused to pay the Respondents for gas supplied.

"5. The Ontario Railway and Municipal Board has no jurisdiction to hear the application."

These formidable defensive positions were evacuated by the Respondent at the hearing; no one appearing to maintain them as above stated: in consequence the Board is left to conjecture what they have of merit or substance.

Section 50 of "The Public Utilities Act" (R.S.O. c. 204) read in connection with Section 21 of "The Board's Act" (R.S.O. c. 186) seems to afford the Applicants a *locus standi* to prosecute such a claim as is made in this proceeding. The By-law unequivocally casts on the Respondent the obligation to furnish gas (of which, so far as was made to appear to the Board, there is a sufficient supply) at the price fixed by the By-law to residents of the Township of Oneida, within which category

the Applicants undoubtedly stand. The Applicants, it has been made to appear to the Board, have done and are willing to do all things necessary to entitle them to be furnished with gas by the Respondents.

There will be an Order declaring as above and directing the Respondents to do forthwith all acts, matters and things necessary to supply the Applicants and the premises of the Applicants in the Township of Oneida, to wit the Oneida Presbyterian Church and Manse, with natural gas, upon the Applicants laying the necessary pipes to connect with the mains and pipes of the Respondent, and to supply natural gas to the Applicants and to such premises, so long as there is a sufficient supply of such natural gas, at a price not to exceed 25 cents per thousand cubic feet, and otherwise in accordance with By-law No. 132 above cited.

The Board is of opinion that this is a proper case to depart from its customary rule not to allow costs. The Respondents wrongfully and in clear violation of their contract cut off the Applicants' supply of gas, and when redress is sought before the Board, make answer, which so far as has been made to appear, possesses neither merit nor substance. The Respondents will pay forthwith the costs of the Applicants fixed at \$50.00, and will also pay \$15.00 in law stamps on the Order to be issued in terms of the foregoing.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*

Dated at Toronto this Seventh Day of March, A.D. 1917.

March 7th, 1917.

#### ORDER.

Upon the application of the above named Applicants, in presence of the Applicants (no one appearing for the Respondents, although duly notified of the hearing hereof) and upon hearing the evidence adduced on behalf of the Applicants and upon hearing Counsel for the Applicants, the Board declares that the Applicants have laid service pipes to the church and Manse at their own expense, and that they are not indebted to the Respondents in any amount for gas furnished them by the Respondents or otherwise, and that they have by writing requested the Respondents to supply the Oneida Presbyterian Church and Manse with gas.

The Board orders the Respondents to do forthwith all acts, matters and things necessary to supply the Applicants and the premises of the Applicants in the Township of Oneida, to wit, the Oneida Presbyterian Church and Manse, with natural gas upon the Applicants laying the necessary pipes to connect with the mains and pipes of the Respondents, and to supply natural gas to the Applicants and to such premises so long as there is sufficient supply of natural gas at a price not to exceed twenty-five cents per thousand cubic feet, and otherwise in accordance with By-law No. 132 of the Township of Oneida.

The Board further orders that the Respondents will pay forthwith to the Applicants the costs of the Applicants fixed at fifty dollars, and will also pay to the Applicants the sum of fifteen dollars costs of law stamps to be affixed to this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*



## PROCEDURE FILE 4092. (P. 278.)

In the matter of the Petition of E. B. Winter, *et al*, under Section 21 of "The Municipal Act," for annexation to the City of Windsor of parts of farm Lots Nos. 80 to 87, both inclusive, Con. II, Township of Sandwich West.

Jan. 10th. Hearing, pursuant to appointment, 11 a.m. to 11.20 a.m., at Council Chamber, City Hall, Windsor. Adjourned *sine die* at request of City. City Solicitor to see that all interested parties are notified when new appointment made.

July 31st. Hearing, pursuant to appointment, 11 a.m. to 1.30 p.m., at Council Chamber, City Hall, Windsor. Application refused at present. Vote of electors to be taken and if vote sufficient, application to be granted.

Aug. 30th. Order issued.

July 31st, 1917.

## ORDER.

Upon the application of the Petitioners and this Board having appointed July 31st, 1917, at the hour of eleven o'clock in the forenoon at the City Hall in the City of Windsor as a time and place for the hearing of the said petition and notice of the said hearing having been served upon the Clerk of the Municipal Corporation of the Township of Sandwich West and the Clerk of the Municipal Corporation of the County of Essex and having also been published in the *Evening Record*, a newspaper published in the said City of Windsor and having a circulation in the said district and upon hearing what was alleged by Counsel for the Petitioners for the Corporation of the City of Windsor, the Corporation of Sandwich West and the Corporation of the County of Essex, and upon hearing the evidence adduced and upon reading the exhibits filed and upon hearing what was alleged by Counsel aforesaid:

1. It is ordered that a vote be taken for determining whether or not the majority of the Municipal electors of that portion of the said Township of Sandwich West described as follows: All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Sandwich West, in the County of Essex and Province of Ontario, being composed of parts of farm lots numbers eighty (80), eighty-one (81), eighty-two (82), eighty-three (83), eighty-four (84), eighty-five (85), eighty-six (86), and eighty-seven (87), in the Second Concession of the Township of Sandwich West, and being more particularly described as follows: Commencing in the southerly limit of the Tecumseh Road where it is intersected by the centre limit of Dougall Avenue, thence southerly along the centre limit of Dougall Avenue to the production westerly of the southerly limit of Railway Avenue, as shown on plan of Ouellette Gardens, thence south-easterly along the southerly limit of Railway Avenue to the southerly limit of the portion of the Grand Marais Road remaining westerly of the Gravel Road, thence north-easterly along the southerly limit of said part of the Grand Marais Road to the westerly limit of the Gravel Road, thence northerly along the westerly limit of the Gravel Road to the southerly limit of Tecumseh Road, thence westerly along the southerly limit of the Tecumseh Road to the place of beginning, are in favor of the said portion of the Township of Sandwich West being annexed to the City of Windsor.

2. And it is further ordered that Monday the seventeenth day of September, 1917, be and the same is hereby fixed as the time for the taking of the said vote which vote shall be taken in accordance with the provisions of "The Municipal

Act," as to elections in so far as applicable thereto, and the Clerk of the Township of Sandwich West shall in and about and incidental to the taking of the said vote, do and perform all the acts, duties and things ordinarily done and performed by the Clerk of a Municipal Corporation in and about and incidental to the holding of a Municipal election.

3. And it is further ordered that the said votes shall be taken on the premises at the south-west corner of the said Tecumseh Road and Gravel Road formerly known as "Quinton's Hotel" and that E. G. Belleperche shall be the returning officer and that the Clerk of the said Township of Sandwich West shall furnish to the said returning officer a certified list of the Municipal electors of the Municipality within the said area proposed to be annexed to the City of Windsor according to the voters' list for the year 1916 being the last revised voters' list of the said Municipality who shall be the persons entitled to vote at the said election.

4. And it is further ordered that the ballot to be used at the taking of the said vote shall be the following:

"Are you in favor of having that portion of the Township of Sandwich West described as follows: All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Sandwich West, in the County of Essex and Province of Ontario, being composed of parts of farm lots numbers eighty (80), eighty-one (81), eighty-two (82), eighty-three (83), eighty-four (84), eighty-five (85), eighty-six (86) and eighty-seven (87), in the second concession of the Township of Sandwich West, and being more particularly described as follows: Commencing in the southerly limit of Tecumseh Road where it is intersected by the centre limit of Dougall Avenue, thence southerly along the centre limit of Dougall Avenue to the production westerly of the southerly limit of Railway Avenue, as shown on plan of Ouellette Gardens, thence south-easterly along the southerly limit of Railway Avenue to the southerly limit of the portion of the Grand Marais Road remaining westerly of the Gravel Road, thence north-easterly along the southerly limit of said part of the Grand Marais Road to the westerly limit of the Gravel Road, thence northerly along the westerly limit of the Gravel Road to the southerly limit of Tecumseh Road, thence westerly along the southerly limit of the Tecumseh Road to the place of beginning, annexed to the City of Windsor upon the condition that the present assessment of the said lands shall remain the same for the period of five years from the time the order of annexation, if made, becomes operative?

Yes.

.....

No."

.....

5. And it is further ordered that on the 15th day of September, 1917, at the City Hall, in the City of Windsor, at the hour of eleven o'clock in the forenoon the Mayor of the Corporation of the City of Windsor shall appoint, in writing signed by himself, two persons to attend the final summing up of the votes by the said returning officer as hereinafter provided, and one person to attend at the said polling place on behalf of the persons interested in and desirous of promoting the said annexation of territory to the City of Windsor, and a like number on behalf of the persons interested in and desirous of opposing the same.



6. And it is further ordered that on the 18th day of September, 1917, the Clerk of the said Township of Sandwich West shall at the City Hall in the said City of Windsor, at the hour of eleven o'clock in the forenoon, sum up the number of votes for and against the said proposed annexation in the presence of persons appointed to attend thereat and in the presence of each of them or any other person entitled by law to be present as may be present and shall declare the result of the voting and certify in writing to the Clerk of the City of Windsor, and the Clerk of the City of Windsor shall certify in writing over his hand and the seal of the Corporation of the City of Windsor, to the Board the number of votes cast in the affirmative and in the negative.

7. And it is further ordered that a copy of this Order be published in the *Evening Record*, a newspaper having a general circulation in the district affected, for three successive weeks, in the manner required by "The Municipal Act" in the case of a money by-law.

8. And it is further ordered that the Municipal Corporation of the City of Windsor shall bear and pay the expense and cost of the taking of the said vote and all other incidental expenses in connection herewith.

(Sgd.) D. M. McINTYRE,

(Seal)

Chairman.

PROCEDURE FILE 4118.

Hiram Walker & Sons, Ltd.,

vs.

The Town of Walkerville.

(Assessment Appeal.)

Jan. 2nd. Notice of appeal filed.

Jan. 10th. Hearing, pursuant to appointment, 11 a.m. 11.20 a.m. to 1 p.m., Council Chamber, City Hall, Windsor. Judgment reserved.

Jan. 17th. Judgment delivered dismissing appeal.

Feb. 14th. Notice of motion for leave to appeal filed.

Feb. 19th. Notice of appeal filed.

June 14th. Appeal dismissed by Appellate Division (*Globe*, June 15th, 1917)  
12 O. W. N., 297.

OPINION OF THE BOARD.

This is an appeal from the judgment of the learned Judge of the County Court of the County of Essex, dismissing an appeal to him from the Court of Revision of the Town of Walkerville, in respect of the assessment for business purposes of certain lands of Hiram Walker & Sons, Limited, an incorporated Company engaged in the business of distillers in the Town. The lands in question, which embrace bottling works and warehouses, are assessed for \$810,805 in respect of business assessment, and are for that purpose viewed as lands used and occupied for the purpose of the business of a distiller under Section 9 (1) (a) of "The Assessment Act." The contention of the Appellants is that they are assessable in respect of the lands in question in their quality of warehousemen and not of distillers: that the liability to assessment for business purposes *quâ*

distiller attaches only to that portion of their premises in which the earlier and active processes of the distiller are carried on, namely, distillation and rectifying: and that the warehouse premises to which the spirit is conveyed from the rectifier, and where it is subjected to no active treatment, but is merely warehoused for at least two years before being entered for consumption under "The Inland Revenue Act," should be assessed against them for business purposes in their quality of warehousemen.

The learned County Judge delivered a considered judgment, which the Board has had the advantage of perusing. With his conclusions and in the main with his reasoning the Board entirely concurs.

As some stress was laid by the Appellants on the provisions of "The Inland Revenue Act," it might not be inappropriate to call attention to the definition of "distiller" as contained in Section 3 of that Act: it is as follows so far as it is necessary here to reproduce it: "Any person who conducts, works, occupies or carries on any distillery," etc. By the same Act "distillery" is declared to mean and include not merely "any place or premises," "where any process of distillation whatever of spirits is carried on" or "where any process of rectification of spirits, either by re-distillation, filtration or other process is carried on," but also "every office, workshop, warehouse, granary, fermenting room, wash-house, still-room, rectifying house, vault, cellar, shed, yard or other place owned or occupied by or on behalf, or for the use of any distiller or wherein any part of his business as such is transacted," etc.

It thus appears that, for the purposes of "The Inland Act," the business activities of a distiller are not deemed to be confined to the operations carried on in the still room or rectifying house, but extend to and include the warehousing of his products. It seems to the Board that in construing "The Assessment Act" the business of a distiller must be deemed to have as wide a scope for the purpose of imposing the business assessment.

The appeal will be dismissed, and the assessment confirmed. There will be no costs to either party, but the Appellants will pay \$15.00, the Board's fee in law stamps.

(Sgd.) D. M. McINTYRE,

(Seal)

*Chairman.*

Dated at Toronto, this seventeenth day of January, A.D. 1917.

January 17th, 1917.

#### ORDER.

This appeal from the judgment of His Honour, Judge Dromgole, dated the 5th of January, 1917, dismissing the appeal of the above Appellants from their business assessment within the Town of Walkerville upon certain warehouses and bottling works as shown in the statement attached to the aforesaid judgment of His Honour, Judge Dromgole, having come on for hearing on Wednesday, the 10th day of January, 1917, upon hearing the evidence adduced on behalf of the Appellants and Respondents, and upon hearing Counsel for the said Appellants and Respondents,

The Board orders that the said appeal be and the same is hereby dismissed, and the aforesaid assessment is hereby confirmed.

And it is ordered that there be no costs to either party except that the Appellant shall pay the Board's fee of \$15.00 in law stamps.

(Sgd.) D. M. McINTYRE,

(Seal)

*Chairman.*



## PROCEDURE FILE 4119.

In the matter of the accident in the City of Kitchener on Nov. 18th, 1916, on The Galt, Preston & Hespeler and Preston & Berlin Street Railway, resulting in the death of one James Gancie.

Jan. 2nd. Board having investigated accident and inspected the above line in Kitchener and operation of its railway thereon, and having considered the finding of the Coroner's Jury, Order issued limiting speed to 15 miles per hour.

January 2nd, 1917.

## ORDER.

Upon consideration of the said Company's Report dated November 18th, 1916, of the said accident which occurred on the same day and in consideration of the finding of the Coroner's Jury respecting the said accident, and the Board having investigated the facts and circumstances in connection with the accident and having inspected the said Company's line of railway in the City of Kitchener, and the operation thereof.

The Board orders that no car of the said Company be operated at a speed exceeding fifteen miles per hour, between the southerly limit of the said City of Kitchener and that point where the said Company's line connects with the Berlin and Waterloo Railway Company's line.

And the Board orders that no law stamp be charged on this Order.

(Seal)

(Sgd.) A. B. INGRAM,  
Vice-Chairman.

## PROCEDURE FILE 4120.

Application by the City of Toronto, under 5 Geo. V, Chap. 35, Section 5, for approval of extension of Rosewell Ave., (North Toronto) at a less width than 66 feet, under By-law No. 1502 (North Toronto) and By-law No. 7426 (Toronto), amended by By-law No. 7702.

Jan. 3rd. Application and material filed.

Jan. 19th. Hearing, 11 to 11.40 a.m. Application granted; C. P. Button to have costs of preparing to prove expense of removing his house—these costs to be fixed by Official Arbitrator.

Feb. 3rd. Order.

January 19th, 1917.

## ORDER.

Upon the application of the Corporation of the City of Toronto for approval by the Board of By-laws numbers 7702 and 7757, which said By-laws amend By-law number 1502 of the former Town of North Toronto as to the width of Beaumont Street, now Rosewell Avenue, extension of Briarhill Avenue to Albertus Avenue and to amend By-law number 7426 of the City of Toronto, acquiring lands for the said extension, and upon hearing read the said By-laws and upon hearing what was alleged by Counsel for the said Corporation and for one C. P. Button, a ratepayer, a portion of whose lands has been taken for the said work, and Counsel consenting hereto:

1. It is ordered that the said By-laws numbers 7702 and 7757 of the Corporation of the City of Toronto be and they are hereby approved by this Board.

2. And it is further ordered that it be a term of this order that the said Corporation do pay to the said C. P. Button the costs, charges and expenses incurred by him in securing evidence and retaining witnesses, etc., for the purpose of preparing to prove the expense of removing the house of the said C. P. Button, in the pending arbitration between the said C. P. Button and the Corporation to determine the compensation due him by the said Corporation.

3. And it is further ordered that the said costs, charges and expenses if not agreed upon shall be ascertained by the Official Arbitrator and may be added by him to his award.

4. And the Board makes no Order as to costs except that the Applicant shall pay the sum of ten dollars for law stamps on this Order.

(Seal)

(Sgd.) D. M. McINTYRE,  
*Chairman.*

PROCEDURE FILE 4121. (P. 291.)

(See P. F. 3481.) (P. 243.)

The Corporation of the Village of Port Credit

vs.

The Toronto & Hamilton Highway Commission and The Toronto & York Radial Railway Co. (Mimico Division).

(Application for an Order directing change of grade of tracks of the Respondent Company to conform with levels established by the Highway Commission.)

Jan. 3rd. Application filed.

Feb. 7th. Reply filed by Railway Co.

Feb. 9th. Reply filed by Highway Commission.

Feb. 12th. Hearing, pursuant to appointment, 11 a.m. to 12.15 p.m. (See Reporter's notes.)

Aug. 1st. Engineer's Report on inspection filed.

Aug. 30th. Blue print of Toronto-Hamilton Highway, showing profile of Lake Shore Road from the boundaries of the Villages of New Toronto and Mimico to Humber River, filed by Highway Commission, and referred to Board's Engineer.

(For Engineer's reports, etc., see P. F. 3481.)

PROCEDURE FILE 4123. (P. 279.)

Application by the Township of York, under 6 Geo. V, Chap. 100, for an Order approving its By-law No. 4372, for construction, etc., of waterworks system in part of said Township (Section "A").

Jan. 4th. Application and material filed.

Jan. 12th. Hearing, pursuant to appointment, 11 a.m. to 12 md. Board approves By-law. Certified copy of approval of Provincial Board of Health to be filed by Applicant's Solicitor; and see By-law 4372, p. 4, par. 3. Order to show conditions precedent to Order becoming operative (e.g., Certificate Provincial Board of Health).

Jan. 22nd. Order, dated 12th inst., issued.



January 12th, 1917.

## ORDER.

Upon the application of the said Corporation and upon reading the notice of application filed by Starr, Spence, Cooper & Fraser, solicitors for the Applicant, the Statutory Declaration of Grant Cooper, the certified copy of the said By-law and the other material filed and upon hearing what was alleged by Counsel for the Applicant and no one appearing in opposition to the application although public notice of the hearing of the same this day was duly given as directed by the Board.

The Board orders under and in pursuance of the provisions of Chapter 100 of Statutes of Ontario, 1916, that the said By-law number 4372 entitled "By-law number 4372. To authorize the construction, maintenance and operation of a system of waterworks in defined sections or areas of the Township of York adjacent to Eglinton Avenue and Weston Road," be and the same is hereby approved, provided that the approval of the Provincial Board of Health be obtained as required by "The Public Health Act" (Revised Statutes of Ontario, Chapter 218, Section 89).

(Sgd.) D. M. McINTYRE,

(Seal)

*Chairman.*

## PROCEDURE FILE 4124. (P. 279.)

Application by the Township of York, under 6 Geo. V, Chap. 100, for an Order approving its By-law No. 4373, for construction, etc., of Waterworks system in part of said Township (Section "B").

Jan. 4th. Application and material filed.

Jan. 12th. Hearing, pursuant to appointment, 11 a.m. to 12md. Board approves By-law. Certified copy of approval of Provincial Board of Health to be filed by Applicant's Solicitor.

Jan. 22nd. Order, dated 12th inst., issued.

January 12th, 1917.

## ORDER.

Upon the application of the said Corporation and upon reading the notice of application filed by Starr, Spence, Cooper & Fraser, Solicitors for the Applicant, the Statutory Declaration of Grant Cooper, the certified copy of the said By-law and the other material filed and upon hearing what was alleged by Counsel for the Applicant and no one appearing in opposition to the application although public notice of the hearing of the same this day was duly given as directed by the Board.

The Board orders under and in pursuance of the provisions of Chapter 100 of Statutes of Ontario, 1916, that the said By-law number 4373 entitled "By-law number 4373. To authorize the construction, maintenance and operation of a system of waterworks in the Township of York," be and the same is hereby approved. Provided that the approval of the Provincial Board of Health must be obtained as required by "The Public Health Act" (Revised Statutes of Ontario, Chapter 218, Section 89).

(Sgd.) D. M. McINTYRE,

(Seal)

*Chairman.*

## PROCEDURE FILE 4132.

Application by William E. Thompson, *et al*, under Sections 36 and 26 (6) of "The Ontario Telephone Act," for an Order prescribing terms and conditions upon which the East Luther Telephone Company shall furnish the Applicants with telephone service, and for consent to permit, for that purpose, the paralleling of pole leads of the line known as "The Berwick Line" now operated by Robert Henry Edgar.

Jan. 8th. Application filed.

Jan. 15th. Hearing, pursuant to appointment, 2.20 to 3.20 p.m., at Board's Chambers. Judgment reserved.

March 9th. Order.

March 9th, 1917.

## ORDER.

Upon the application of the above-named Applicants, upon hearing the evidence adduced on behalf of the Applicants and of the East Luther Telephone Company, Limited, and of Robert Henry Edgar, and upon hearing Counsel for Robert Henry Edgar,

The Board orders

1. That the East Luther Telephone Company, Limited, shall furnish service to the Applicants upon the said Applicants or such of them as may still desire to be furnished with the said service by the said Company fulfilling the terms and conditions upon which the said Company is at present furnishing telephone service to its subscribers.

2. That the East Luther Telephone Company, Limited, is hereby authorized, pursuant to Section 26 (6) of "The Ontario Telephone Act" to erect such poles as are required to carry the circuits necessary to furnish telephone service to such of the Applicants as fulfil the terms and conditions of the said Company as provided in the preceding clause.

And the Board makes no order for costs, save and except that the East Luther Telephone Company, Limited, and Robert Henry Edgar shall each pay \$5.00 for the law stamps required for this Order.

(Seal)

(Sgd.) D. M. McINTYRE,  
Chairman,

## PROCEDURE FILE 4133.

The Amaranth Telephone Association

vs.

Robert Henry Edgar.

(Complaint, under Section 26 (6) of "The Ontario Telephone Act" as to erection by Respondent, without the Board's consent, of poles on same portion of highway, or parallel therewith, as that upon which Applicant's pole leads are already erected.)

Jan. 8th. Complaint filed.



Jan. 15th. Hearing, pursuant to appointment, 10.30 a.m.; 1.30 to 2.30 p.m., at the Court House, Orangeville. Complaint dismissed. Poles to be allowed to remain as erected.

January 18th, 1917.

ORDER.

Upon the application of the above-named Complainant in the presence of the Complainant and Respondent, Robert Henry Edgar, upon hearing the evidence adduced on behalf of the Complainant and Respondent, and upon hearing Counsel for the Respondent,

The Board orders that the complaint of the Amaranth Co-operative Telephone Association be and the same is hereby dismissed, and the poles now erected by the Respondent, Robert Henry Edgar upon the property of Mr. William Watson be permitted to remain as erected,

And the Board makes no order for costs or for law stamps in respect of this Order.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

(Seal)

PROCEDURE FILE 4134.

Application by The Ottawa Valley Rural Telephone Co., under Section 29 of "The Ontario Telephone Act," for approval of the sale of the Applicant's Plant, business and assets to The Bell Telephone Co. of Canada, Ltd.

Jan. 8th. Application filed.

Feb. 2nd. Hearing, pursuant to appointment, 10.30 a.m., Court House, Ottawa. Approval withheld for 15 days to afford opportunity to opposing interests, if any, to file objections. If no objections filed Order to issue.

Feb. 23rd. Order.

February 23rd, 1917.

ORDER.

On the application of the above-named Applicant, upon hearing the evidence adduced on behalf of the Applicant and other parties interested, and upon reading the said application and other material on file.

The Board orders that the sale and transfer by the Applicant of its plant, equipment, business and assets to the Bell Telephone Company of Canada, Limited, be and the same is hereby approved.

And the Board makes no order as to costs, save and except that the Applicant shall pay \$10.00 for the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

(Seal)

PROCEDURE FILE 4142.

Application by The Amaranth Telephone Co-operative Association, under Sections 34 and 35 of "The Ontario Telephone Act," for approval of an agreement providing for the sale and transfer of its plant, business and assets to The East Luther Telephone Co., Ltd.

Jan. 11th. Application filed.

Jan. 15th. Hearing, pursuant to appointment, 2.30 to 4.15 p.m., at Court House, Orangeville. Enlarged to Feb. 15th, at 2.30 p.m.

Feb. 15th. Hearing continued, 2.30 to 3.20 p.m. Judgment reserved.

April 26th. Opinion delivered that agreement between parties not valid. (See Board's letter of this date to Secretary of Amaranth Telephone Co., Ltd.)

#### PROCEDURE FILE 4145.

The King Edward Hotel Company,

vs.

City of Toronto.

(Assessment Appeal.)

Jan. 12th. Notice of appeal filed.

Jan. 23rd. Hearing, pursuant to appointment, 11 a.m., 12.15 to 1 p.m. Judgment reserved.

Jan. 26th. Judgment delivered dismissing the appeal; business assessment confirmed.

Feb. 2nd. Notice of application for leave to appeal to the Appellate Division of the Supreme Court of Ontario served by Appellants, the King Edward Hotel Co.

Feb. 2nd. Order issued in form of approved draft filed.

Feb. 8th. Application for leave to appeal refused. (See *Globe*, Feb. 8th, 1917.)

Mar. 5th. Order approving bond on appeal to Supreme Court of Canada.

Leave given to appeal to Supreme Court of Canada, 12 O.W.N., 33.

#### OPINION OF THE BOARD.

This is an appeal by The King Edward Hotel Company, Limited, against its assessment for business assessment. The appeal was based upon the somewhat peculiar wording of paragraph (j) of Subsection (1) of Section 10 of "The Assessment Act," where amongst the enumerated subjects of assessment appears "a hotel in respect of which a tavern license has been granted." It was contended that this express enumeration of a licensed hotel as a subject of taxation upon a business assessment, excluded by implication an unlicensed hotel which The King Edward Hotel now is—using the words "licensed" and "unlicensed" in the sense of having or not having a liquor license.

The Board finds that the point raised by the Appellants' contention has been already decided by the Appellate Division of the Supreme Court in the case *re* Clark and Town of Leamington, not cited on the hearing of the appeal. In this case, which will be found reported at page 303 of Volume 11 of The Weekly Notes, it was held that a hotel not possessing a liquor license was assessable for business assessment.

The above case was decided in respect of a hotel situated in a municipality under local option. The Board is of the opinion that this fact does not differentiate it from the case of a hotel without a liquor license since "The Ontario Temperance Act" has come into force. It seems proper to mention this as on the argument the Appellants referred to Section 148 of "The Ontario Temperance Act" as



affording ground to assume that they were not liable to business assessment. The Board is of opinion that there is nothing in this section to warrant such an assumption. Section 148 exempted holders of tavern licenses from business assessment for the year 1916, but contains nothing to indicate that such exemption is to be extended to the business assessment for the year 1917, with which the Board is concerned on this appeal.

The appeal will be dismissed and the business assessment confirmed. There will be no costs to either party, but the Appellants will pay \$10.00 in law stamps on the Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*

Dated at Toronto this Twenty-Sixth Day of January, A.D. 1917.

#### ORDER.

Upon the application of the above named Appellants, by way of appeal from the Order of His Honour Judge Winchester, Senior County Judge of the County of York, whereby the assessment of the said Appellants for business purposes for the year 1917 was confirmed, and upon hearing what was alleged by Counsel for both parties:

1. This Board doth order that the said appeal be and the same is hereby dismissed.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*

—PROCEDURE FILE 4147.

The Toronto Hotel Co., Ltd. (King Edward Hotel),

vs.

City of Toronto.

Jan. 12th. Notice of Appeal filed.

Jan. 23rd. Hearing, pursuant to appointment, 11 a.m. to 12.15 p.m.  
Judgment reserved.

Jan. 26th. Judgment delivered fixing assessment at \$600,000 (amount fixed by Court of Revision).

Feb. 2nd. Order issued in form of approved draft filed.

#### OPINION OF THE BOARD.

This is an appeal by The Toronto Hotel Company, Limited, against a decision of His Honour the Judge of the County Court of the County of York, varying a decision of the Court of Revision of the City of Toronto, upon an appeal to the latter from the assessment of the Company's building. The subject of the appeal is the assessment of the building of The King Edward Hotel, in the City of Toronto. The assessor fixed the assessable value of the hotel building, exclusive of lands, at \$1,000,000. Upon an appeal to the Court of Revision this valuation was reduced to \$600,000, and upon a further appeal to the learned County Judge it was raised to \$750,000.

It appeared in evidence that some sixteen years ago the building was erected at a cost of \$1,500,000. It was constructed with the intention of being operated as a hotel licensed under "The Liquor License Act," and was so operated from the time of its completion till the 16th September last, when "The Ontario Temperance Act" came into force. That the withdrawal of the liquor license materially reduced the earning capacity of the hotel there can be no doubt. It was stated by Mr. Lennox that the first offer the Company received for the lease of the bar was \$30,000 a year. Built to be operated as a licensed house the Board is satisfied from the evidence that the details of its construction are materially different from those which would have been adopted had the promoters not counted upon the revenue from the licensed bar. For instance space which was devoted to forming an attractive rotunda would have been utilized for some direct profit producing purpose. Besides on the chamber flats, elaborate suites would have been curtailed and the bedrooms reduced in size and increased in number since to them and the dining-rooms the management would be obliged to look exclusively for revenue. To remodel the hotel building so as to adapt it to changed conditions would, the Board is satisfied, be a costly undertaking.

In the sixteen years since it was built Mr. Lennox, a witness for the City, estimated the depreciation at 50 per cent., thus reducing the structural value to \$750,000. Bearing this in mind, and its vastly reduced earning capacity by reason of the withdrawal of the liquor license, and the lack of adaptability of the building to the condition under which it must now be operated (looking for revenue only from the bedrooms and dining-rooms), the Board has come to the conclusion that its "actual value" has fallen below \$750,000, the figure reached by deducting from its original cost the depreciation as above estimated, and that no injustice is done the city by restoring the assessment to the figure fixed by the Court of Revision, namely \$600,000.

There will be no costs to either party, but the City will pay \$10.00 in law stamps on the Order.

(Sgd.) D. M. McINTYRE,  
Chairman.

(Seal.)

Dated at Toronto this Twenty-Sixth Day of January, A.D. 1917.

January 26th, 1917.

ORDER.

Upon the application of the above named Appellants, by way of appeal from the Order of His Honour, Judge Winchester, Senior County Judge of the County of York, whereby the assessment upon the building of the appellants as fixed by the Court of Revision for the City of Toronto was increased from \$600,000 to \$750,000; and upon hearing the evidence adduced by the parties and what was alleged by Counsel for both parties,

1. This Board doth order that the said appeal be and the same is hereby allowed and the decision of the Court of Revision restored, whereby the assessment upon the said building was fixed at \$600,000.

2. And the Board makes no Order as to costs except that the Respondents shall pay the sum of \$10.00 for law stamps on this Order.

(Sgd.) D. M. McINTYRE,  
Chairman.

(Seal.)



## PROCEDURE FILE 4165.

The Toronto and Hamilton Highway Commission,

vs.

County of Halton.

(Payment reconstruction Bronte River Bridge.)

Jan. 18th. Notice of application filed.

Feb. 1st. Reply filed.

Aug. 1st. Resolution of Commission filed, stating necessity for bridge.

Oct. 1st. Hearing, pursuant to appointment and adjournment at Board's Chambers, 10.30 to 10.40 a.m. Adjourned at request of Counsel to Oct. 26th, at 10.30 a.m., at Board's Chambers.

Oct. 24th. Hearing (26th inst.), adjourned *sine die* to be brought on on two days' notice.

## PROCEDURE FILE 4166.

The Toronto-Hamilton Highway Commission,

vs.

The County of York.

(Payment—Reconstruction Mimico Creek Bridge.)

Jan. 18th. Notice of application filed.

Feb. 7th. Reply filed.

July 18th. Hearing, 10.30 a.m. to 1 p.m. Adjourned *sine die* pending judgment on construction of Sec. 11, c. 18, 5 Geo. V, Ontario.

Aug. 1st. Resolution of Commission filed stating necessity for bridge.

Aug. 1st. Judgment issued construing Section 11 of "Toronto-Hamilton Highway Commission Act" (*re* bridges).

Oct. 1st. Hearing, pursuant to appointment and adjournment, 10.30 a.m. to 12.30 p.m. 2 p.m. meeting of engineers of Board, Highways, Highway Commission and County of York to consider estimates for steel and concrete bridges prior to meeting of Board at 3 p.m. 4.10 to 5.05 p.m. hearing continued. Adjourned to 10.30 a.m., Oct. 2nd.

Oct. 2nd. Hearing continued, 10.30 a.m. 11.20 a.m. to 12 md. Order to issue with respect to steel bridge on evidence adduced. Order may be reopened if Commission decide hereafter to construct concrete bridge. Written argument to be filed by Counsel as to contribution of enhanced cost due to widening of bridge to carry the highway pavement widened to 24 feet. Order may issue in meantime, subject to Commission's right to claim contribution *re* such enhanced cost (due to widened pavement).

Oct. 26th. Judgment delivered.

## OPINION OF THE BOARD.

This is an application by The Toronto-Hamilton Highway Commission, under Section 11 of its Act (5 Geo. V, Cap. 18), to determine the amount or proportion of the cost of the replacement of a bridge over Mimico Creek or River within the

County of York, and on the line of the highway now being constructed by the Applicant, to be contributed by the Respondent.

It appears that by By-law No. 1053, passed the 24th February, 1911, the Council of the County of York adopted a plan for the improvement of highways throughout the County, and assumed certain highways in the County. One of the highways so assumed was, as described in the schedule to the By-law, the Lake Shore Road from a point 300 feet west of the westerly end of the Humber Bridge to the easterly approach to the Etobicoke Bridge—admittedly the bridge over the Mimico Creek or River is situate between the above termini. This By-law was passed under the authority of enabling provisions contained in “The Highway Improvement Act” (R.S.O. 1914, Cap. 40). The original of this Act is to be found in earlier Acts of the legislature, beginning with 7 Edward VIIth, Chapter 16. The effect of the passing of By-law No. 1053 is, as declared by Section 22 of Chapter 40 above cited, that the highway (which by force of “The Interpretation Act,” and the interpretation sections of “The Municipal Act,” includes “a bridge forming part of a highway or on, over or across which a highway passes”) so assumed shall be maintained and kept in repair by the corporation of the county in which it is situate.

Under the statutory powers vested in it by Section 11 of its Act, The Toronto-Hamilton Highway Commission has formed the opinion that it is necessary to replace the present bridge over the Mimico Creek or River with a new bridge, alleging that the present structure is not adequate to take care of the traffic of the highway now in course of construction. It is not seriously disputed that it is competent to the Commission to reach this conclusion and to take the necessary steps to carry it into effect. Notwithstanding this the Respondent strongly dissents from the conclusion of the Commission, and in its answer disputes the alleged inadequacy of the present bridge. There does not, however, seem to be any tribunal—certainly not this Board—to which the dissenting municipality may appeal for a reversal of the conclusion of the Commission. In the opinion of the Board, the point of departure on this application is the irreversible decision reached by the Commission to replace the existing bridge by a new structure; and the sole objective is the determination of “the amount or proportion of the cost of the work (of replacement) to be contributed by the County” (the Respondent).

After giving the matter the best consideration possible the Board has reached the conclusion that the subsequent provisions of Section 11 of the Commission’s Act are predicated on the assumption expressed in the opening paragraph “where it is necessary in the opinion of the Commission to replace . . . any bridge upon the roadway.” Starting, then, from the assumption that the present bridge is to be replaced, two questions arise for answer by the Board upon what municipality rests the duty of contributing to the cost of such replacement, and by what standard is that duty to be measured? The answer to the first is clear; in the words of the statute, it is the municipality whose duty it is at the time of the passing of the Commission’s Act to construct or maintain the bridge, and that municipality is the County of York by force of its By-law No. 1053, and the provisions of “The Highway Improvement Act.”

By what standard is the duty of the County of York to be measured? Section 11 gives the answer in these words, “that part of the cost of such replacement . . . which will represent the amount which should have been expended by the Municipal Corporation (County of York) had this Act not been passed.” It thus becomes necessary to enquire what should have been expended by the County of



York had it been necessary, apart from the Commission's Act, to replace the existing bridge.

"The Municipal Act," by Section 459, furnishes a standard for the guidance and observance of municipal corporations in the following words:

"459.—(1) Every iron, steel, concrete or stone bridge constructed by the corporation of a county, and every such bridge exceeding twenty feet (20) clear span constructed by the corporation of a township shall be designed and built in accordance with general specifications approved by the Department of Public Highways.

"(2) Plans in duplicate for any such bridges may be submitted by the council of any county or township to the Department of Public Highways, and if they are found to be in accordance with such approved general specifications the certificate of the Department shall be attached, and one of such plans shall be returned to the clerk of such county or township. 6 Geo. V, c. 59, s. 10."

If the point should be pressed the Board is of the opinion that it is immaterial whether Section 459, as it is to be found in the Revised Statutes of 1914 or as it is enacted in the Statutes of 1916, is adopted as the standard of construction. Applying the provisions of this section to the case under consideration, it is clear that if, apart from the Commission's Act, the bridge were being replaced by the County by a bridge of the materials specified or any of them, the latter would require to be designed and built in accordance with general specifications approved by the Department of Public Works. Upon proof therefore to the Board that the bridge to be built under these circumstances should of necessity be built of one or some of the materials enumerated in Section 459, and upon further proof of the cost of a bridge of such material or materials according with general specifications approved by the Department of Public Highways, the Board doth fix and determine that cost as the liability of the Corporation of the County of York, under Section 11 of the Commission's Act.

It should here be explained that the Counties of Halton and Peel are severally interested in similar applications to this, and it was arranged that, before going into the special facts of any of the cases, the principle of the statute applicable should be determined by the Board. Pursuant to this arrangement Mr. Kilmer, Counsel for the County of Halton, as well as Mr. Moore, representing the Counties of York and Peel, took part in the discussion and presented their views of the scope of Section 11 of the Act.

In argument Mr. Kilmer advanced the view that the Municipal Council were the sole judges of the sufficiency of the bridges under their jurisdiction, that if they are of the opinion (as they are as expressed in their answer to this application) that the bridge in question here is sufficient, that ends the matter so far as they are concerned, and that if the Toronto-Hamilton Highway Commission wish to replace it by a new structure they cannot look to the County to pay any part of the cost incurred in the replacement. But the Board has reached the conclusion, as above indicated, that the Commission are the sole authority to determine the question of replacement or no replacement, and they have determined that there must be a replacement. It follows from this, in the view of the Board, that the County of York—the municipal corporation whose duty it is to construct and maintain the bridge—must on demand pay to the Commission a sum equal to the cost which should have been expended by the County in replacing the bridge had the Commission's Act not been passed. The Municipal Act in such a contingency has fixed a standard by Section 459, and when the cost of a bridge satisfying that standard has been ascertained and established to the satisfaction of the Board, that cost in the opinion of the Board is the measure of the County's liability in the premises.

It may be added that Mr. Moore indicated that, subsequent to the passing of By-law No. 1053, certain arrangements had been entered into between the County of York, the City of Toronto, and the Government of the Province of Ontario, in respect of this part of the Lake Shore Road, which had the effect of changing the incidence of the burden of its maintenance from that which obtained in respect of the Road regarded as a County Road under "The Highway Improvement Act." This feature of the case was not very fully elaborated as the Board wished on this preliminary hearing to settle the principle of law to be applied and, this done, in applying the principle cognisance may be taken of any change arising by reason of subsequent transactions either in the status of the highway or in the duty of the municipal corporation concerned.

(Seal.)

(Sgd.) D. M. McINTYRE,  
*Chairman.*

Dated at Toronto the Thirty-first Day of July, A.D. 1917.

#### OPINION OF THE BOARD.

This is an application by The Toronto and Hamilton Highway Commission, under Section 11 of its Act, for an Order of the Board determining the amount or proportion of the cost of the work of replacing and enlarging the bridge over the Mimico Creek on the line of the Toronto and Hamilton highway, to be borne by the Commission and the County of York, respectively. It is the opinion of the Commission as at present advised that the new bridge should be of steel and that being so its determination of that question, as well as of the dimensions and other details of the new bridge is, in the opinion of the Board, final unless it chooses to reopen the matter.

Mr. Hogarth, an engineer of the Department of Public Works, submitted estimates of cost which he had prepared at the request of the Commission, of two classes of bridge, a bridge suitable for the Lake Shore Road as a County Highway and a bridge which, in the opinion of the Commission, should be built to replace the existing bridge. The estimated cost of a steel bridge on a county highway at this point is \$15,420, while the estimated cost of the steel bridge proposed by the Commission is \$25,205.

No further evidence of cost was submitted at the hearing and the Board, therefore, adopts Mr. Hogarth's estimates as a basis for determining the amount or proportion of the cost of the new bridge to be borne by the County of York. If the cost of the new bridge is \$25,205, the County of York shall contribute \$15,420 of this cost, but if the actual cost exceeds or falls below the above estimate the contribution of the County shall vary proportionably.

It was the understanding at the hearing that the Commission might reopen this matter, either for the purpose of submitting estimates of the cost of a concrete bridge in lieu of the steel bridge as at present proposed, or for the purpose of contending that the cost in excess of the cost of a county bridge as above estimated was divisible into two parts, one part to be borne by the Commission under Section 11 of its Act, and the other part to be apportioned amongst the municipalities under Section 13, as being additional cost occasioned by the greater width of the roadway, the widening of the bridge with its incidental cost being, on this hypothesis, treated as a widening of the roadway.



There will be no costs to either party on the hearing, and the Commission shall pay a fee of \$10.00 in law stamps on the Order.

(Seal.)

(Sgd.) D. M. McINTYRE,  
*Chairman.*

Dated at Toronto the Twenty-Six Day of October, A.D. 1917.

PROCEDURE FILE 4173.

James Martin *et al*,

vs.

Glenview Telephone Co., Beckwith and Montague Rural Telephone Co., Ltd., and  
Township of Montague.

(Application for telephone service of The Glenview Telephone Company and consent to that Company erecting poles on the same highway in the Township of Montague upon which the poles of the Beckwith and Montague Rural Telephone Co., Ltd., are already erected.)

Jan. 23rd. Application filed.

Feb. 1st. Hearing, pursuant to appointment, 4 p.m., Town Hall, Smith's Falls. Applicants advised to proceed with incorporation of Glenview Telephone Co., and after incorporation the Board will entertain an application under Sections 36 and 28 of "The Ontario Telephone Act," if the Council of Montague still refuses to grant use of highways.

Aug. 3rd. Hearing, pursuant to appointment, at Court House, Perth. Respondent to erect poles, to comply with the Board's Specifications, on the 8th and 10th Concessions of Montague, by October 1st, 1917. Agreement to be prepared between all parties and submitted to the Board with draft Order.

Nov. 9th. Copy of Agreement filed and considered; not satisfactory to Board. Letter advising terms required to cover different points at issue.

PROCEDURE FILE 4186.

The Matabanick Hotel Co., Ltd.,

vs.

Town of Haileybury.

(Assessment Appeal.)

Feb. 5th. Certified copy of notice of appeal and of portion of Assessment Roll affecting same filed.

Mar. 1st. Hearing, pursuant to appointment and adjournment, 2.30 to 5.15 p.m., at Court House, Haileybury. Judgment reserved.

Mar. 12th. Judgment delivered.

Mar. 26th. Order.

## OPINION OF THE BOARD.

This is an appeal by The Matabanick Hotel Company from the judgment of His Honour the District Judge of the Judicial District of Temiskaming affirming the decision of the Court of Revision of the Town of Haileybury, fixing the assessment for the year 1917 of the Appellants' premises in that town, known as the Matabanick Hotel. The Applicants' hotel is now a standard hotel, but for a number of years before the coming in force of "The Ontario Temperance Act," had been operated with a liquor license. The subject matter of the assessment appears on the roll under numbers 142, 143, 158, 159, 160, 161 and 162, and comprises seven several lots or parcels as follows:

	Land	Building
Lot 10.....	\$1,250	.....
" 11.....	1,750	.....
" 12.....	1,750	\$21,450
" 13.....	1,800	.....
" 14.....	2,000	.....
" 3.....	800	1,200
" 4.....	800	100
	<hr/>	<hr/>
	\$10,150	\$22,750
		10,150
		<hr/>
Total.....		\$32,900

The assessment as returned by the assessor was for a total of \$37,450, but this was reduced to \$32,900 by the action of the Court of Revision in striking off the assessment of buildings some \$4,550. The District Judge, as stated above, affirmed the decision of the Court of Revision.

The evidence disclosed that a general condition of stagnation prevailed in real estate in the Town of Haileybury. There had been no recent sales to furnish a standard of the present actual value of the properties in question. Furthermore, it was admitted that real estate could not be disposed of except at a considerable reduction on the prices at which it was saleable some years ago, and indeed on the figures at which it is now assessed. In the case of the hotel property in question here the general condition of depression is aggravated by the fact that a substantial source of its revenue has been cut off by the cancellation of the liquor license since the 16th September last. Knowing in a general way the extent to which licensed hotels in the past have looked to the bar receipts as a source of profit one is prepared to expect a marked fall in the capital value of hotel properties beyond any fall in value due to general conditions which more or less affect all properties alike. The principal owner of The Matabanick Hotel stated under oath, that, this property which he bought some four or five years ago for \$65,000, he was now willing to sell for \$20,000.

Faced with the depressed condition of real estate values generally in Haileybury as disclosed by the evidence, and in view of the unsettlement of the value of hotel properties due to the cancellation of the liquor license the Board has reached the conclusion that substantial relief should be afforded the Applicants notwithstanding the reduction made by the Court of Revision. The Matabanick Hotel, with the furniture, is now rented at \$250 a month, or at the rate of \$3,000 a year—the lessor to pay taxes and insurance. This letting is till the 1st May, and on its expiration the lessee declares under oath that he will not renew at that rate as he cannot make it pay. Failing any recent sales which might afford a standard of value—though even these, if available, would not tell the whole story as affecting



hotel properties since the cancellation of liquor licenses—the Board feels warranted in adopting the above rental value of the hotel as affording the only available clue to its actual value for the purpose of assessment. The following computation favors the Respondent since it treats the above rental as though it represented the rental value of the realty alone.

The building and furniture are insured for \$25,800, for which a premium of \$580 is paid: the proportion of premium upon \$20,800, the insurance carried upon the building, is approximately \$464. The taxes upon an assumed assessment of \$20,000 at the present tax rate of 34 mills is \$680. These figures give us:

Rental .....	\$3,000
Less—Taxes.....	\$680
Insurance.....	464
	<u>1,144</u>
Net revenue.....	\$1,856

Upon property of this kind an investor is entitled to a return of 10 per cent., where, as under this letting, he is obliged to do all repairs and provide for depreciation. That being so the above net revenue is an adequate return on a capital investment of only \$18,500. A computation of this kind with the best data available to the Board leads it to conclude that no injustice is done to the town, and perhaps only scant justice to the Appellants, by reducing the assessment to \$20,000 apportioned as follows:

Land (as now on the roll) .....	\$10,150
Buildings.....	9,850
	<u>\$20,000</u>

The assessment will be fixed at the amount apportioned as above.

There will be no costs to either party, but the Respondent will pay \$15.00 in law stamps on the Order.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

(Seal.)

Dated at Toronto this Twelfth Day of March, A.D. 1917.

March 12th, 1917.

ORDER.

1. This matter coming before us at Haileybury, in appeal from the Judgment of His Honour the District Court Judge of the Judicial District of Temiskaming, affirming the decision of the Court of Revision of the Town of Haileybury, fixing the assessment for the year 1917 of the Appellants' premises: In the presence of Counsel for both parties, and upon hearing read the Notice of Appeal, and upon hearing the evidence adduced, and what was alleged by Counsel aforesaid,

2. This Board doth order and adjudge, that the present assessment of the Matabanick Hotel and premises be reduced to the sum of \$20,000 apportioned as follows, namely: Land \$10,150, and buildings \$9,850.

3. It is further ordered that no costs shall be allowed to either party, but the Respondents shall pay the sum of \$15.00 in law stamps on this Order.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

(Seal.)

PROCEDURE FILE 4187.

The Vendome Co., Ltd.,

vs.

The Town of Haileybury.

(Assessment Appeal.)

Feb. 5th. Notice of appeal (certified copy) and certified copy of portion of Assessment Roll affecting same, filed.

Feb. 28th. Hearing, pursuant to appointment, 11 a.m.—7.30 to 10.45 p.m. at Court House, Haileybury. Adjourned to 1.30 p.m. 29th inst.

Mar. 1st. Hearing continued, pursuant to adjournment—1.30 to 2.30 p.m. Judgment reserved.

Mar. 26th. Order.

OPINION OF THE BOARD.

This is an appeal from the judgment of the learned District Judge of the District of Temiskaming, affirming the decision of the Court of Revision of the Town of Haileybury, which fixed the assessment for the year 1917 of the Vendome Hotel, the property of the Appellants in that town, at the sum of \$25,000. The subject matter of the assessment is Lots Nos. 1 and 60, and part of Lot No. 59 in the Town of Haileybury, upon which is erected the Vendome Hotel and outbuildings. This Hotel is now a standard hotel, but was for many years before the coming into force of "The Ontario Temperance Act," operated as a licensed hotel.

The assessment on the roll as returned by the assessor was as follows:

	Land	Building
Lot 1.....	\$5,500	\$25,000
E. part Lot 59.....	1,300	500
Lot 60.....	250	.....
	<u>\$7,050</u>	<u>\$25,500</u>
		7,050
Total.....		<u>\$32,550</u>

This was reduced to \$25,000 by the Court of Revision, which struck \$7,750 off the assessment of the building, and this reduced assessment was confirmed by the District Judge as above stated.

This appeal was heard at Haileybury on the same day as the appeal of the Matabanick Hotel Company. In the opinion of the Board the same general considerations set out in the judgment in that appeal apply to this case in respect of the recession of realty values due to a stagnation in the real estate market. The property in question here also suffers from the sharp decline in revenue resulting from the cancellation of the liquor license on the 16th September last, with consequent loss of receipts from the bar. The Vendome Hotel has not been leased as the Matabanick was, but is being operated by the owner as a standard hotel. Some evidence was tendered of the letting of the dining-room, but it was very indefinite and unsatisfactory. Under these circumstances the Board is unable to work out the actual value of the property on the basis of its present rental value as was done in disposing of the appeal by the Matabanick Hotel Company. The Board is



nevertheless of the opinion on the evidence that relief should be afforded in this case as in the other, and it will endeavor to adjust values on the basis of the comparative value of this property with the value of the Matabanick Hotel property as determined on a rental basis. The Town assessor deposed that the replacement value of the Matabanick Hotel is \$40,000, and Mr. McCuaig put a replacement value on the Vendome Hotel of \$30,000—that is 25 per cent. less. This estimate of relative values is corroborated approximately by the values placed on the properties by the Court of Revision and the District Judge, namely, \$32,900 and \$25,000. Adopting these figures as fairly expressing the relative values of the two hotel properties the Board would fix the assessable value of the Vendome Hotel at \$15,000, being 25 per cent. off the assessable value of the Matabanick Hotel as found by the Board, apportioned as follows:

Land (as now on the roll) .....	\$7,050
Buildings.....	7,950
	<hr/>
Total.....	\$15,000

There will be no costs to either party, but the Respondents will pay \$15.00 in law stamps.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

(Seal.)

Dated at Toronto this Thirteenth Day of March, A.D. 1917.

March 13th, 1917.

ORDER.

1. This matter coming before us at Haileybury, in appeal from the Judgment of His Honour the District Court Judge of the Judicial District of Temiskaming, affirming the decision of the Court of Revision of the Town of Haileybury, fixing the assessment for the year 1917 of the Appellants' premises; in the presence of Counsel for both parties, and upon hearing read the notice of appeal, and upon hearing the evidence adduced, and what was alleged by Counsel aforesaid,

2. This Board doth order and adjudge, that the present assessment of the Vendome Hotel and premises be reduced to the sum of \$15,000, apportioned as follows, namely: Land \$7,050, and buildings \$7,950.

3. It is further ordered that no costs shall be allowed to either party, but the Respondents shall pay the sum of \$15.00 in law stamps on this Order.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

(Seal.)

PROCEDURE FILE 4193. P. 280.

Application by The Toronto Suburban Railway Company, under Section 79 of "The Ontario Railway Act," for approval of Plan, profile and Book of Reference of Revision of its Davenport-Weston Line southerly from mile 3.66 to mile 6.27.

Feb. 7th. Application and Plan, etc. (in triplicate) filed.

Mar. 13th. Hearing, 11 to 11.40 a.m. Adjourned to 3rd April, at 11.30 a.m. Railway Company in meantime to furnish City and Township with information they may require.

Mar. 28th. Application withdrawn.

## PROCEDURE FILE 4208.

City of Hamilton,

vs.

United Gas and Fuel Co., of Hamilton, Ltd.

(Performance of Agreement.)

Feb. 17th. Notice of application (with admission of service) filed.

Feb. 17th. Reply directed.

Mar. 8th. Reply filed.

Mar. 16th. Hearing, pursuant to appointment, 11.30 a.m. to 1 p.m. and 2.30 to 4 p.m., at Board's Chambers. Judgment reserved.

Mar. 24th. Judgment, dated 22nd inst., delivered.

Apr. 5th. Order settled and issued.

Apr. 26th. Notice of appeal filed.

May 22nd. Gas Company's appeal dismissed by Appellate Division. 12 O.W.R., 228. 39 O.L.R., 542.

## OPINION OF THE BOARD.

This is an application under Section 21 of the Board's Act (R.S.O. Chapter 186) for an Order forbidding the Respondent's requiring applicants for gas in the City of Hamilton, as a condition precedent to their being supplied, to execute a contract binding them to pay a minimum charge, and declaring that the Respondent is not entitled to make any charge against its customers, except for gas supplied and at the rates set forth in the by-law hereafter referred to, and directing the Company to supply gas at the charges set forth in such by-law to all inhabitants along the mains and pipes of the Respondent.

It appears that the Respondent was by Letters Patent of the Province of Ontario, dated the 18th November, 1903, incorporated under the name of "The Ontario Pipe Line Company, Limited," with power amongst other things to drill and bore for natural gas, and under the provisions of "The Act respecting companies for supplying steam, heat, electricity or natural gas for heat, light or power" to construct and operate works for the production, sale and distribution of natural gas for the purpose of light, heat and power. The name of the Company was subsequently, by Order-in-Council, dated 27th of November, 1913, changed to that of "The United Gas and Fuel Company of Hamilton, Limited."

Under By-law No. 400 of the Council of the Applicant, passed 26th September, 1904 (interpreted by By-law No. 443 passed 13th March, 1905), certain rights were granted to the Respondent to enable it to furnish gas to the inhabitants of the City of Hamilton; the Respondent binding itself in return to supply gas in terms of the by-law. The clauses of By-law No. 400 (which was adopted by the Respondents by an agreement dated 24th October, 1904), so far as necessary to be extended here are as follows:

"5. The Company shall render its accounts monthly or quarterly at its option and shall not charge the Corporation of the City of Hamilton or consumers of gas therein for natural gas more than fifty cents per thousand cubic feet for the first five years from the date hereof, and for ten years thereafter not more than forty-five



cents per thousand cubic feet, and thenceforth not more than forty-two and a half cents per thousand cubic feet, subject always to a discount of five cents per thousand cubic feet on all bills paid within fourteen days after presentation thereof; and meters shall be furnished by the Company free of charge to all consumers of its gas, and no charge shall be made for any supply pipe from the main to the margin of the street."

"16. The Company shall commence not later than the First day of May, 1905, to lay mains and pipes within the said City of Hamilton, and shall, within six months thereafter, have laid at least ten miles of mains in the streets, public alleys and public grounds of the City of Hamilton, and shall, from and after the expiration of such six months, supply gas, at the prices hereinbefore mentioned, to the City Corporation and to all inhabitants along such mains desiring to be supplied, upon such applicants tendering to the Company a contract to pay the rates aforesaid, all such contracts to be subject to the Company's general rules and regulations not inconsistent herewith, and the Company to have the right to cease such supply during any time when the rates chargeable under this by-law shall be in arrear. If any such applicant shall not be the owner of the premises for which the supply of gas is desired, the Company may require the Applicant to furnish adequate security for the payment of the rates chargeable for the gas to be supplied to him, such security to be by guarantee bond or cash deposit, and the sufficiency of the security to be determined by the Assessment Commissioner, if objected to by the Company."

"17. Whenever said Company shall have received bona fide applications for the supply of gas to the extent of 200,000 cubic feet per month, to be furnished within a radius of a quarter of a mile from any point in any part of the City where it has laid down a line of pipes, and the applicants shall have tendered such Company contracts for the use of gas aggregating said amount for at least one year, accompanied by security from each applicant approved by the Assessment Commissioner of the City, which contract shall conform to said Company's general rules and regulations not inconsistent herewith, then and in such case the City Council may order and direct that said Company, within three months thereafter, shall extend its line of pipes and furnish gas to such applicants in the manner and on the conditions hereinbefore provided, so far as the capacity of its plant and its facilities for increasing the same will permit."

By its reply the Respondent pleaded a number of defences which at the hearing resolved themselves into two:

(1) That the Board has no jurisdiction to entertain the application.

(2) That a contract providing for a minimum charge for natural gas is in accordance with the Rules and Regulations of the Respondent regarding the same, and is legal and binding on the contracting parties.

It is not suggested by the Applicant that the Respondent makes any charge unauthorized by the by-law except in case the consumer's account falls below eighty cents in any month; although of course objection is taken to the action of the Respondent in requiring applicants for gas to sign a contract binding them to pay a minimum sum in the event of that contingency.

Dealing first with the alleged want of jurisdiction, Section 21 of the Board's Act clearly empowers the Board to entertain an application by a person interested where a company answering to the description of the Respondent is, in the language

of the side note, charged with neglect or contravention of duty arising under an agreement or municipal by-law which the Company has accepted or acted upon. This is the allegation upon which the Applicant's claim for relief is based. That the Applicant is a "person interested" the Board has no manner of doubt. The by-law and agreement above referred to form the main agreement between the parties, and present from the City's side a species of collective bargaining—the beneficiaries being the inhabitants of the City of Hamilton. A right—possibly a very valuable right—is granted to the Respondent, and the terms on which its exercise is conditioned are set out in the instrument of grant. True a subsidiary agreement is provided for between the Respondent and each individual consumer, one of the terms of which comes in question here. Still it seems to the Board that the Applicant has a status to intervene as a person interested by reason of its being a party to the main contract, and may claim an Order of the Board enjoining the Respondent from contracting with inhabitants of the City in terms which infringe that main contract. This in effect is the object of the City's application.

Coming now to the substantial issue between the parties, it is in evidence that the practice of the Company is to require each applicant for gas service to sign a contract, the material provisions of which are as follows:

(Exhibit No. 6.)

"To United Gas and Fuel Co., of Hamilton, Limited.

"Subject to the rules and regulations of the United Gas and Fuel Co., of Hamilton, Limited, at present in force or which may be hereafter adopted by the Company, and which I agree shall form part of this contract I hereby make application for gas by meter at ..... Hamilton, Ont., occupied as ..... and I agree:—

"First.—To pay for gas supplied at The Curb or Property Line of the above premises at the end of the Company's monthly period for the district in which the premises are situated, at the rates published by the Company, subject to the published discount if paid within fourteen days after date of rendering bill. I agree to pay a minimum rate of eighty cents per month should the consumption in any one month amount to less than that sum, and that all bills shall become due and payable forthwith in case of discontinuance of the use of gas. All bills to be paid at the general offices of the Company during its regular hours of business. In default in payment of any bill when due, I hereby covenant and agree with the Company that in consideration of the premises that notwithstanding anything contained in 'the execution act' or any amendment thereof or any other statute of the Province of Ontario, none of my goods and chattels shall be exempt from levy or seizure under any writ or execution issued out of any Court, against me in respect of any claim hereunder, I hereby expressly waive for myself and heirs all and every benefit that could accrue to me by virtue thereof but for this covenant.

"Second.—To pay for all gas delivered to The Curb or Property Line of the premises above named until I notify the Company in writing of my intention to move from the said premises, to discontinue the use of gas, or to terminate in any manner my liability under this contract."

Mr. Burns, the President of the Respondent Company, under examination testified as follows, page 9 of the notes of evidence:

Q.—Do you recognize that form of contract (Exhibit No. 6)?

A.—I believe that is our form of contract. We have changed it only once since we started.



Q.—You have asked, at all events, some people to execute that contract?

A.—Yes, everybody that gets gas has to sign a contract for it.

Q.—That contains the words “I agree to pay the minimum of eighty cents per month should the consumption in any one month amount to less than that sum?”

A.—Yes, that is right.

Q.—The eighty cents is charged if no gas is used?

A.—Yes, sir; not to all consumers. Generally there is a bunch of consumers that do not use any gas at all throughout the year. A consumer that would use a reasonable amount of gas, say \$25 worth of gas in a year, is not charged the minimum rate, but we have the minimum rate for people who through the whole year just have the meter in and do not use any gas, or merely use a few thousand feet of gas, seven or eight or nine thousand or four or five thousand.

\* \* \* \* \*

Q.—You require that contract to be signed by each intending customer?

A.—Yes your Honour.

It appears from the testimony of Mr. Burns that the minimum monthly charge is made against inhabitants who, having their premises connected with the Respondent's gas system, and equipped with a meter, either use no gas during the month, or use so small a quantity that the charge for it at the rate authorized by the by-law is less than eighty cents. If the meter is removed the minimum charge ceases: thus at page 17 of the extended notes of evidence Mr. Burns says in answer to a question: “We have told everybody that any time they will let us take the meters out there will be an end of the charge.”

It seems to the Board that in either of the two only suggested cases in which the minimum charge is imposed under the Company's rule, its imposition is a breach of the by-law, unless it is shown that the Company has rendered to the householders so charged some service which it is not bound to render under the by-law at the rate fixed by the by-law. No such service was suggested as warranting such a charge. It was stated that the Company had made extensions into lean areas, or at the request of the City when the latter was laying new pavements; that at great expense it had equipped apartment houses and factories with a number of meters when its obligation under the by-law would have been discharged by its furnishing one. But these things were done by the Company either in the discharge of its duty under the by-law, or to serve its own convenience as well as the convenience of its customers. Again it was represented that disproportionate expense was incurred with resulting loss to the Company in the case of small consumers, by reason of its being obliged to send meter readers around every month. This may be true, but express provision should have been made for such exceptional cases when the Company contracted with the City in broad, unqualified terms.

It seems to the Board that the Applicants stipulated and intended to stipulate that all services on the part of the Company necessary to bring its gas to the burners of the consumer should be performed by the Company for the charges specified in the By-law. Paragraph 16 binds the Company to “supply gas, at the prices hereinbefore mentioned, to the city corporation and to all inhabitants along such mains desiring to be supplied, upon such applicants tendering to the Company a contract to pay the rates aforesaid.” True, to this there is affixed the rider, “all such contracts to be subject to the Company's general rules and regulations not inconsistent herewith,” but this rider can only refer to such operative rules as are reasonable and necessary, and cannot be construed as permitting a revision by the Company alone of so vital a factor in the agreement as the charge to the consumer. If so then obviously the guarantees stipulated for by the municipality's



agreement are destroyed. If the Company is at liberty, despite the City's protest, to charge a consumer eighty cents in a month when only forty cents worth or less of gas is used, what recourse has the City if \$8.00 is charged for a month in which only \$4.00 worth of gas is used, and so on? This argument, *reductio ad absurdum*, is not met by the rejoinder that eighty cents is a reasonable minimum monthly charge, whereas \$8.00 is unreasonable. It is not a question of the reasonableness or otherwise of the charge, but whether or not the charge is authorized under the agreement with the City, and the Board is of the opinion that it is not authorized.

It does not appear to the Board that the position of the Company is strengthened by the fact that in each case the consumer has agreed to pay the minimum monthly charge; nor does that fact disentitle the Board to grant the relief sought on the application of the City. The by-law in virtue of which the Company exercises its powers not merely defines the nature of its business activities within the City, but delimits in important particulars the scope of its contractual capacity in respect of inhabitants desiring to be supplied with gas.

If the by-law prohibits the Company making the charge in question here—as the Board believes it does—such prohibited charge cannot be legalized by an agreement with the individual consumer any more than under an agreement with an individual consumer the Company could lawfully assume to exercise a trade not authorized by the by-law. That is to say, the by-law is effective and final, to define not merely the nature of the business to be carried on, but also the mode of carrying it on, especially in respect of so vital an element as the cost of the utility to the consumer.

There will be an Order as sought directing the Respondent to carry out its agreement with the City of Hamilton as contained in the by-law, and forbidding it to require from each applicant for gas a contract binding such applicant, in breach of the terms of the by-law, to pay a minimum monthly or quarterly charge.

There will be no costs to either party, but the Respondent will pay \$10.00 in law stamps on the Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

Chairman.

Dated at Toronto this Twenty-second Day of March, A.D. 1917.

March 22nd, 1917.

#### ORDER.

Upon the application of the above named The Corporation of the City of Hamilton, dated the 16th day of February, 1917, and upon reading the Notice of Application of the said Applicant, and the reply of the Respondent thereto, and hearing the evidence adduced and what was alleged by Counsel on behalf of the said Applicant and the Respondent:

This Board doth declare that the Respondent is not entitled to require Applicants for gas in the City of Hamilton, as a condition of furnishing them with gas under the provisions of By-law No. 400 of the Council of the Corporation of the City of Hamilton passed on the 26th day of September, 1904, and By-law No. 445 of the said Council passed on the 13th day of March, 1905, and the agreement therein referred to, to execute a contract containing a provision to pay a minimum monthly or quarterly charge should the consumption in any one month amount to less than such minimum monthly or quarterly charge, and that the Respondent is bound to supply gas to the City Corporation and the consumers of gas in the said



City in accordance with the provisions of the said by-laws and agreement at the rates or prices contained in said by-law and agreement.

And this Board doth Order and Direct that the Respondent carry out its agreement with the Applicant and supply gas to the Applicant and to the inhabitants of the said City in accordance with the terms contained in the said by-laws and agreement.

And this Board makes no Order as to costs except that the Respondent pay the sum of \$10 for law stamps on this Order.

(Sgd.) D. M. McINTYRE,

*Chairman.*

(Seal.)

PROCEDURE FILE 4214.

*Re* Bill No. 37, 1917.

**An Act Respecting the Town of Petrolia.**

Feb. 23rd. Above Bill and petition therefor filed for Report under Rule 61a of the House.

Mar. 26th. Hearing, pursuant to appointment and adjournment, 11 a.m. to 12.15 p.m., at Board's Chambers. Board will report Bill with recommendation for Annual Audit by Provincial Municipal Auditor, and supervision by the Municipal Bureau as may be recommended by such Auditor.

Mar. 26th. Report issued.

*To the Honourable, the Legislative Assembly of the Province of Ontario.*

GENTLEMEN,—Upon the reference, under Rule 61a of Your Honourable House to The Ontario Railway and Municipal Board of Bill No. 37, 1917, intituled "An Act respecting the Town of Petrolia," the Board begs leave respectfully to report as follows:

1. The Board finds that in important particulars the provisions of "The Municipal Act" respecting financial matters have for some years been ignored by the Municipal Council of the Town of Petrolia;

2. The Board further is of the opinion that in order to relieve the Town of Petrolia from the accumulated debt by which it is now embarrassed, a remedy of the kind offered by the proposed Bill is necessary and should be granted;

3. The Board further is of the opinion that the Bill should be passed only on condition that special supervision should be exercised over the financial affairs and administration of the Town of Petrolia, and to that end would recommend that the following section be added to the Act as Section 10;

"10. The Provincial Municipal Auditor shall make an inspection, examination and audit of the books, accounts, vouchers and money of the Municipal Corporation of the Town of Petrolia in the hands of the Treasurer and Collector thereof for the year 1917, and thereafter for each year in and for which the Director of the Municipal Bureau may deem such inspection, examination and audit to be necessary."

4. The Board begs leave respectfully to report that in the Judgment of the Board, with the addition of Section 10 as above set out, and with the amendments appearing in the Bill herewith submitted, it is reasonable that the Bill should be passed by Your Honourable House.

All of which is respectfully submitted.

(Sgd.) D. M. McINTYRE,

*Chairman.*

(Seal)

Dated at Toronto this twenty-sixth day of March, A.D. 1917.

## PROCEDURE FILE 4220.

In the matter of the Petition of Francis Williams, (sole owner), under Section 9 of "The Local Improvement Act," (R.S.O., Chap. 193) as amended, against the opening of a driveway, 66 feet in width, along the Rideau River, from Main Street to the south limit of the Williams property, in the City of Ottawa.

Feb. 28th. Petition filed.

Mar. 14th. Hearing, pursuant to appointment, at the Court House, Ottawa, 10.30 a.m. 11 a.m. to 1.15 p.m. and 2.45 to 5 p.m. Adjourned *sine die* pending negotiations for settlement. Argument, if necessary, to be heard at Board's Chambers.

May 10th. Argument, pursuant to appointment, 11 a.m. to 12.30 p.m., at Board's Chambers. Judgment reserved.

May 25th. Judgment delivered in favor of Petitioner.

June 7th. Order.

## OPINION OF THE BOARD.

This is an application under Section 9, Subsection (2) of "The Local Improvement Act," by Francis Williams, a property owner in the City of Ottawa. In the issue of *The Ottawa Citizen*, dated the 12th February, 1917, there appeared the following advertisement:

## PUBLIC NOTICE.

"Take notice that the Council of the Corporation of the City of Ottawa intends to undertake the following works as local improvements, viz.: The opening up of a driveway 66 feet in width along the Rideau River from Main Street to the south limit of the Williams' property. The estimated total cost is \$4,000, of which \$1,000 is to be borne by the Corporation. The estimated special rate per foot frontage in area No. 1 is \$3.14; in area No. 2, \$0.46; and in area No. 3, \$0.22; the special assessment to be paid in 20 annual instalments.

"The majority of the owners representing at least one-half of the value of the lots assessed, if dissatisfied with the above local improvement, or with the manner in which it has been undertaken may petition the Ontario Railway and Municipal Board for relief within 21 days after the publication of this notice."

(Sgd.) NORMAN H. H. LETT,

*City Clerk.*

Dated at Ottawa, this 12th day of February.

The Applicant bases his claim to relief on the following grounds:

(1) That the proposed street is unnecessary, the real object of its establishment being to serve as the site of a proposed City sewer, and that it is not the true intention of the City to make the street fit for traffic;

(2) That his property is not benefited more than many other properties remote from the proposed street, and that the whole scheme should be undertaken as a work for the general benefit to be paid for by the City at large;

(3) That the proposed street will interfere with his riparian rights which he alleges to be of great value to his property.



The first official adoption of the scheme appears in the Report of the Board of Control to the Council of the City of Ottawa, set out in the Minutes of a meeting of Council dated 6th December, 1915. So far as necessary to set out here the Report reads as follows:

"14. The Board has considered the report of Messrs. R. S. & W. S. Lea on the Ottawa South Sewer. Since this report was made borings have been made along the route designated as "B" in the report. The City Engineer reports that the information obtained shows that rock will not be encountered to any great extent. The Board recommends that the route "B" be adopted and that the report already made to your Council be amended accordingly. The estimated cost of this work, exclusive of right-of-way, is \$300,000.00.

"The first matter to be considered is the securing of a right-of-way for the sewer. In any event an easement of 20 feet must be secured. If this is taken, land damages will have to be paid all private owners, with two or three exceptions.

"The proposed route of the pipe is for the most part along the west bank of the Rideau River. Plans drawn by the Federal Plan Commission show a driveway along the west bank of the Rideau River for the whole length of the proposed sewer. Apart from this it is quite evident that a street along the west bank of the river is desirable and will be a great benefit to the land in this vicinity. Some of the owners of the land along the river have agreed to give the city, free of cost, sufficient land for a street. Where land must be expropriated, the cost of a 66-foot street will not be much greater than an easement of 20 feet. Everything considered, the Board recommends that a road be made where the route lies along the river. Portions of the street will be laid out as a local improvement and land in the vicinity will be assessed an appropriate proportion of the cost of the street.

"It is evident that lands along the proposed street will benefit to a different extent at different sections of the street. It will therefore be necessary to put through a number of local improvement reports and deal with different sections in different ways."

The Report then proceeds to summarize the result of negotiations between the City and the various owners with a view to acquiring the 66-foot strip required in each case. It is to be noted that there is no uniformity or indeed similarity in the arrangements made or suggested to be made with the respective owners. In one case it was recommended that the cost of the street opening opposite a property be apportioned 75 per cent. to the City and 25 per cent. to the owner; in another case this was reversed and the owner was to be charged 75 per cent. of the cost and the City 25 per cent.; and in another in the proportions of 50 per cent. to each, and in yet another that the whole cost be borne by the owner. By-laws have been passed in a number of cases based on these apportionments of cost.

The recommendation in the case of Mr. Williams is found in subclause 12 of the Report, and reads as follows:

"12. From Main Street to the westerly limit of Rideau Gardens, a distance of 745 feet, is owned by H. H. Williams and associates. It has been proposed that the necessary lands will be given free upon the City conveying to the owners the property known as the Ottawa East Well. This property is about 100 feet square. It is recommended that subject to the approval of the Waterworks Engineer, this exchange be made."

On the 7th February, 1916, the Council of the City of Ottawa passed By-law



No. 4122, which was confirmed by 6 George V, Cap. 85, of the Statutes of Ontario. This By-law, after reciting that it is necessary to supply increased drainage facilities for the south and south-eastern sections of the City of Ottawa, and for that purpose to construct an intercepting trunk sewer from the existing outlet of the Ottawa South Drainage System, thence following the northerly shore of the Rideau River to a point of discharge into the existing main sewer on Somerset Street East, and that a report had been made to the Corporation by Messrs. R. S. & W. S. Lea, dated 20th September, 1915, and that the Council of the Corporation had approved of the construction of the sewer along the route designated "B" in the report, and upon the plans annexed thereto, and that certain statutory requirements had been observed, enacted that the intercepting sewer should be constructed and that the sum of \$315,000 should be borrowed by the issue of debentures upon the credit of the corporation at large.

A number of By-laws—Nos. 4168, 4169, 4170, 4171 and 4172—have been passed authorizing the opening up of the proposed driveway of a width of 66 feet—each By-law being applicable only to a section of the work, and that section extending across or along a parcel of land held under one title by one owner or by certain joint owners. Of all the property owners directly affected by the work only the Applicant has by an effective petition applied to the Board for relief.

The Applicant is the owner of a tract of land, some 39 acres in extent, designated "Rideau Gardens," having a frontage of upwards of 700 feet on the Rideau River. The land is used and cultivated as a market garden, and it appears is well adapted for that purpose. It has been under-drained and the natural qualities of the soil have been improved by cultivation. Besides, its frontage on the river is of value as affording a source from which to irrigate the land in dry seasons. The land slopes down gradually to the Rideau River from Riverdale Avenue from a height of 90 feet above the datum level to a height of 65 feet near the shore; the normal level of the river as to the datum level being 62. In flood times the water of the river rises eight feet above normal level, that is to level 70, and in consequence the lower area of the Applicant's land for a distance of 150 feet west of the river, is temporarily submerged.

The sewer which the City intends constructing in the proposed driveway has a diameter of four feet, and when in position opposite the Applicant's property its top will be at level 66. In order that the proposed roadway may be—as to be serviceable it must be—above flood level it will require to be raised opposite the Applicant's property to level 70, thus involving the construction of what is practically an embankment along the shore of the river. This will obstruct the surface drainage towards the river, while the under-drainage will require to be carried underneath the proposed sewer by a device known to engineers as a siphon—an arrangement liable to obstruction by frost and sediment.

The scheme of taxation for the proposed driveway opposite the Applicant's land is this: the estimated cost is \$4,000, of which \$1,000 is to be borne by the Corporation at large, and \$3,000 by the property of the Applicant, which latter is to be imposed under the provisions of "The Local Improvement Act." For the purpose of applying the latter the Applicant's property is divided into three several areas, by lines parallel to the river, each of a width of 100 feet; the first area lying west of the proposed driveway is to be assessed for 60 per cent. of the cost, or at the rate of \$3.14 per foot frontage; the second area lying immediately west of the first and abutting upon a proposed street allowance on its west side is to be assessed for 10 per cent. of the cost, or at the rate of 46



cents per foot frontage, and the third area lying west of the proposed street allowance is to be assessed for 5 per cent. of the cost, or at the rate of 22 cents per foot frontage.

The Applicant's land abuts upon a number of existing highways, notably Riverdale Avenue and Main Street, which afford it means of communication with the City as convenient, perhaps more convenient, than that promised by the proposed driveway.

Upon the evidence submitted the Board finds as facts that the lands of the Applicant as at present used and employed for a market garden will not be benefited by the proposed work, in that the construction of the roadway and sewer will cut them off from their frontage on the river, thus impairing the present facilities for drainage—surface and arterial—and will increase the difficulty of irrigating them in dry seasons. It was suggested that the lands of the Applicant had a value if subdivided into town lots for building purposes, and that their value for that purpose would be enhanced by the opening of the driveway. No doubt this tract derives added value from the fact that it is situated in the suburbs of a large and growing city, and abuts upon the Rideau River, in that it offers attractive sites for residences. But the evidence points to the conclusion that its value for residential purposes is lessened rather than increased by the proposed works in that they deprive the land of its frontage directly on the river, and prejudicially affect its drainage. Besides this, the area which under the Respondent's scheme of taxation, would be charged with 60 per cent. of the cost could not in its natural situation be conveniently utilized for building purposes, since it is in evidence that for a distance of some 300 feet west of the proposed driveway cellar drainage would be precarious owing to river floods. To raise this large area some eight feet to meet this objection as suggested by the Respondent seems impracticable on the score of expense.

Mr. Henderson for the Respondent raised a number of objections to the further prosecution of the work. One of these seems sufficiently serious to warrant arresting the further prosecution of the work, namely, that the work is the "opening and establishing of a new street" under paragraph (b), and not the "opening, widening, etc., of a street" under paragraph (a) of Section 3, Subsection (1) of "The Local Improvement Act," and that while under the provisions of Sections 8 and 9 a work of the latter kind may be undertaken by the Council without petition, a work of the former kind requires a petition of two-thirds of the property owners affected.

It is clear that the Statute differentiates between the opening and establishing a "new street" on the one hand and the opening of a "street," such as a street allowance, the widening of an existing street, etc., on the other. In the former case a petition by the property owners is required, while in the latter under Section 9, the Council may proceed compulsorily regardless of the property owners. The Board is of the opinion that this is a "new street," and that proceedings can be lawfully initiated only by petition. The Council has chosen, however, to proceed, though illegally, under Section 9, and the jurisdiction of the Board therefore attaches under Subsections (2), (3) and (4) of that Section. It seems to the Board that under these circumstances the equivalent of a petition by the Applicant, namely, an arrangement agreeable to him should be made by the Respondent before further prosecuting the work so far as it affects him. The Board is the more ready to make this disposition of the matter after perusal of a draft of a proposed agreement between the parties prepared by the Applicant and submitted to the Respondent which was put in as Exhibit

No. 10. It was withdrawn by the Applicant by letter to the Corporation dated 24th October, 1916, for the reason that, as alleged, the proposal had been before the Council of the Respondent without acceptance for upwards of a year. The terms of this proposal indicate that the Applicant is not, in the opinion of the Board, unreasonable in his demands, especially in view of the conclusion reached by the Board, as above indicated, that the proposed work will not benefit the Applicant's property, whether the latter continues to be used as a market garden or be subdivided into building lots.

Having reached this conclusion it is unnecessary to consider the other objections raised by Mr. Henderson, though some of them, standing alone, seem to be sufficiently serious to warrant a reconsideration of its position and procedure by the Respondent.

The Board will make no order for costs save and except that the City of Ottawa shall pay \$25.00, the Board's fee for law stamps on the Order.

(Sgd.) D. M. McINTYRE,

(Seal)

Chairman.

Dated at Toronto, this twenty-fifth day of May, A.D. 1917.

May 25th, 1917.

#### ORDER.

Upon the application of Francis Williams, of the City of Ottawa, in the County of Carleton, Market Gardener, under the provisions of Subsection 2 of Section 9 of "The Local Improvement Act," by way of appeal against the proposed assessment of his property in respect of the opening up of a driveway sixty-six feet in width along the Rideau River from Main Street in the City of Ottawa to the south limit of the Williams property, and upon hearing read the petition of the said Williams bearing date the 27th day of February, A.D. 1917, and filed, and upon hearing the *viva voce* evidence adduced at a hearing at the Court House in the City of Ottawa on the 14th day of March, A.D. 1917, and the matter then standing for argument and having heard Counsel as well for the said Applicant as for the Municipal Corporation of the City of Ottawa at Toronto on the 10th day of May, A.D. 1917, and judgment then having been reserved until this date.

It is ordered that local improvement report Number 464b of the Municipal Corporation of the City of Ottawa, being a report passed under Section 9 of "The Local Improvement Act" purporting to authorize the opening up of a driveway sixty-six feet in width along the Rideau River from Main Street to the south limit of the Williams property as a local improvement and to assess a proportion of the costs thereof against the property of the Applicant be, and the same is, hereby set aside.

And it is ordered that the Municipal Corporation of the City of Ottawa do pay to the Board the sum of \$25.00, being the fee for law stamps on this Order, and the Board doth not see fit to make any other order as to costs.

(Sgd.) D. M. McINTYRE,

(Seal)

Chairman.

PROCEDURE FILE 4226.

Application by the Village of Port Rowan, under Section 17 of "The Municipal Act," for annexation of part Township South Walsingham (13 ac. Water Lots).



Mar. 6th. By-law applying to Board filed.

Apr. 3rd. Hearing, pursuant to appointment, 11 a.m. to 1.05 p.m. Applicants to be allowed to file affidavit of Ontario Land Surveyor *re* area.

Judgment: Application granted. Annexation decreed to take effect 1st April, 1917. Taxes for 1917 to belong to Applicant Village.

June 29th. Order issued.

April 3rd, 1917.

ORDER.

Upon the application of the above-named Applicant in the presence of J. L. Buck, Esquire, Reeve of the Corporation of the Village of Port Rowan, and of Joseph Cridland, Esquire, Reeve of the Corporation of the Township of South Walsingham, for the Applicant and the said Township respectively. Upon hearing the evidence adduced on behalf of the Applicant and of the Township of South Walsingham and upon hearing Counsel for the Applicant and the said Township,

The Board orders:

1. That the land hereinafter described and being the Water Lot embraced within the metes and bounds as follows:

Commencing at a point in the southerly boundary of the Village of Port Rowan distant nine chains and twenty-five links, measured south-westerly at right angles from the centre line of the Dominion of Canada Government Pier; thence south fifty-eight degrees and thirty-three minutes east, seven chains; thence north thirty-one degrees and twenty-seven minutes east, six chains; thence south fifty-eight degrees and thirty-three minutes east, ten chains; thence north thirty-one degrees and twenty-seven minutes east, six chains and fifty links, which said course embraces the southerly limit of said Government Pier; thence north fifty-eight degrees and thirty-three minutes west, ten chains; thence north thirty-one degrees and twenty-seven minutes east, six chains; thence north fifty-eight degrees and thirty-three minutes west, six chains and seventy links more or less to the southerly limit of the said Village; thence following the southerly limit of the Village of Port Rowan as shown on a plan of said Village registered in the Norfolk Registry Office as plan number 16b, be the distance what it may to the place of beginning, containing 13 acres more or less; be taken from the Township of South Walsingham and the same are hereby taken from the said Township of South Walsingham and annexed to the Village of Port Rowan, as of the first day of April, A.D. 1917.

2. That the taxes upon the said lands shall go to and belong to the said Village of Port Rowan from the first day of January, A.D. 1917.

(Sgd.) D. M. McINTYRE,

(Seal)

Chairman.

PROCEDURE FILE 4228.

Application by The Welland County Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to increase its charges for telephone service.

Mar. 8th. Application filed.

Mar. 27th. Hearing, pursuant to appointment, Town Hall, Bridgeburg, 10 a.m. to 12.45 p.m. Application granted as to annual charges. Toll charges

disallowed as to conversations of 5 minutes duration. Subscribers holding trunk circuits beyond 5 minutes at any one time, to be charged such tolls as the Board may approve.

May 11th. Order.

May 11th, 1917.

#### ORDER.

Upon the application of the above-named Applicant, on hearing the evidence adduced on behalf of the Applicant and upon reading the Applicant's Profit and Loss Account, Statements of Assets and Liabilities, Receipts and Disbursements and other documents filed.

The Board orders, subject to the several conditions prescribed in this Order, that leave be granted to the Applicant to charge the undermentioned tariff charges for telephone service.

For Individual Line Local Service .....	\$20.00 per annum.
For two Party Line Local Service .....	17.50 " "
For four Party Line Local Service .....	15.00 " "
For Rural Party Line Service .....	15.00 " "

Where a Desk Telephone is furnished in lieu of a Wall Telephone, \$2.00 per annum may be added to the above-mentioned charges.

For Extension Desk Telephone .....\$12.00 per annum.

These charges to be subject to a discount of ten per cent. upon all amounts paid within thirty days from the date of rendering the account for same, such charges to be payable quarterly in advance, except in the case of temporary service furnished to summer residents, the full charge for which in any one year shall be payable in advance.

And the Board further orders:

(1) That there shall be no charge to subscribers for conversations not exceeding five minutes' duration between the following points:

Bridgeburg and Stevensville.  
 Bridgeburg and Ridgeway.  
 Bridgeburg and Chippawa.  
 Ridgeway and Stevensville.  
 Ridgeway and Chippawa.  
 Stevensville and Chippawa.

(2) Upon each conversation between the points named in the preceding clause which exceeds a duration of five minutes there shall be a charge of ten cents for the first ten minutes or any fraction thereof beyond five minutes. Where the conversation exceeds ten minutes a further charge of five cents for each additional period of five minutes or fraction thereof shall be made.

(3) That the number of subscribers' stations operated upon one and the same party line circuit shall not without the consent of this Board exceed fifteen.

(4) That for the purpose of providing a fund to meet the cost of the renewal of its plant and equipment, the Applicant shall on December 31st, 1917, and each year thereafter, set aside out of its earnings a sum equal to not less than five per cent. of the total value of the plant and equipment used in the Applicant's



business on December 31st in each such year. The fund so provided shall be applied exclusively to the cost of renewing such portion of the said plant and equipment as may from time to time be rendered necessary by depreciation or obsolescence and after deducting therefrom such amounts as may have been so expended in any one year, the residual amount shall be placed on deposit in a chartered bank at interest, or may, with the approval of the Board, be expended in new constructions or extensions or additions to the property of the Applicant, or with the like approval may be invested in interest-bearing securities; and all interest accruing from any portion of the said fund so deposited or invested and such portion of the earnings fixed by the Board as attributable to the moneys so expended in new construction, extensions or additions, shall from time to time be carried to the credit of the said fund.

(5) That the Applicant shall on or before the fifteenth day of January in each year, furnish the Board with a report setting forth: (a) the total amount standing at the credit of the fund referred to in Clause 4 hereof on the 31st day of December in the preceding year, (b) the amount of such fund which has been expended in new constructions or extensions or additions to the property of the Applicant, (c) the amount of such fund which has been invested in interest-bearing securities, (d) a certified statement from the bank in which said fund is deposited showing the amount standing at the credit of such fund on the last named date.

(6) That the Applicant shall keep in such form as the Board may approve separate records of all expenditures upon the construction, operation, maintenance and renewal of its plant and equipment, and shall furnish such information in regard thereto as the Board may deem necessary in order to satisfy the Board that the provisions of the two next preceding clauses are being carried out.

(7) The increased tariff charges herein authorized by this Board shall be subject to the terms of any contracts which may exist between the subscribers of the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

And the Board makes no order for costs, save and except that the Applicants shall pay \$10.00 for the law stamps required for this order.

(Sgd.) D. M. McINTYRE,

(Seal)

*Chairman.*

#### PROCEDURE FILE 4223.

Application by A. C. Beatty, under Section 31 of "The Ontario Telephone Act," for authority to increase his charge for Rural Party Line Service from \$10.00 to \$12.00 per annum.

Mar. 1st. Application filed.

Mar. 30th. Hearing, pursuant to appointment, 1.30 a.m., Court House, Peterborough. Application granted.

Apr. 16th. Order.

April 16th, 1917.

#### ORDER.

Upon the application of the above-named Applicant, upon hearing the evidence adduced on behalf of the Applicant, and upon reading statement of the Applicant's receipts and expenditures in respect of the telephone system of which he is the proprietor and other material on file.

The Board orders, subject to the several conditions prescribed in this Order, that leave be granted to the Applicant to charge the undermentioned tariff charge for telephone service in so far as such charge may be applicable to those subscribers who are resident in any township where such tariff charge is not inconsistent with the terms of any valid agreement between such township and the Applicant:

For Rural Party Line Service ..... \$12.00 per annum.

And the Board further orders that the tariff charge authorized by this Order shall be subject to the terms of any contracts which may exist between the subscribers to the Applicant's system and the Applicant and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

And the Board makes no order for costs, save and except that the Applicant shall pay \$10.00 for the law stamps required for this Order.

(Seal)

(Sgd.) D. M. McINTYRE,  
*Chairman.*

PROCEDURE FILE 4233.

(See P. F. 4083.)

Application, under Section 34 of "The Ontario Telephone Act," for approval of agreement, dated March 7th, 1917, between Jas. Coulson, Dr. A. C. Beatty and The Port Hope Telephone Co., Ltd., for interchange of service.

Mar. 13th. Agreement filed.

Mar. 15th. Order.

March 15th, 1917.

ORDER.

Upon the application of Joseph Coulson, Dr. A. C. Beatty and The Port Hope Telephone Company, Limited, and upon reading Memorandum of Agreement made the 7th day of March, A.D. 1917, by and between Joseph Coulson, Dr. A. C. Beatty and The Port Hope Telephone Company, Limited, duplicate of which Agreement has been filed in the office of the Board.

The Board orders that the said Agreement be and the same is hereby approved, under and in pursuance of Section 34 of "The Ontario Telephone Act," provided that the Board may at any time hereafter, of its own motion, or upon any application or complaint, rescind this Order and withdraw its approval of the above-mentioned Agreement, and require the same to be altered, amended, varied or otherwise changed or modified, as to the said Board may seem requisite or proper.

The Board makes no order for costs, save and except that the Applicants shall each pay the sum of \$1.70 for the law stamps required for this Order.

(Seal)

(Sgd.) D. M. McINTYRE,  
*Chairman.*



## PROCEDURE FILE 4234.

Application by The Innerkip Rural Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to increase its charges for telephone service from \$12.00 to \$14.00 per annum.

Mar. 13th. Application filed.

Apr. 18th. Hearing, pursuant to appointment, 11 a.m. to 12.30 p.m., at Court House, Woodstock.

May 10th. Order.

May 10th, 1917.

## ORDER.

Upon the application of the above-named Applicant, on hearing the evidence adduced on behalf of the Applicant and upon reading the Applicant's Profit and Loss Account, Statements of Assets and Liabilities, Receipts and Disbursements and other documents filed.

The Board orders, subject to the several provisions prescribed in this Order that the application of the above-named Applicant be and the same is hereby approved:

And the Board further orders:

(1) That the number of subscriber's stations operated upon one and the same party line circuit shall not without the consent of this Board exceed fifteen:

(2) That for the purpose of providing a fund to meet the cost of the renewal of its plant and equipment, the Applicant shall on December 31st, 1917, and each year thereafter, set aside out of its earnings a sum equal to not less than five per cent. of the total value of the plant and equipment used in the Applicant's business on December 31st in each such year. The fund so provided shall be applied exclusively to the cost of renewing such portion of the said plant and equipment as may from time to time be rendered necessary by depreciation or obsolescence and after deducting therefrom such amounts as may have been so expended in any one year, the residual amount shall be placed on deposit in a chartered bank at interest, or may, with the approval of the Board be expended in new constructions or extensions or additions to the property of the Applicant, or with the like approval may be invested in interest-bearing securities; and all interest accruing from any portion of the said fund so deposited or invested and such portion of the earnings fixed by the Board as attributable to the moneys so expended in new construction, extensions or additions, shall from time to time be carried to the credit of the said fund.

(3) That the Applicant shall on or before the fifteenth day of January in each year, furnish the Board with a report setting forth: (a) the total amount standing at the credit of the fund referred to in Clause 2 hereof on the 31st day of December, in the preceding year, (b) the amount of such fund which has been expended in new constructions or extensions or additions to the property of the Applicant, (c) the amount of such fund which has been invested in interest-bearing securities, (d) a certified statement from the bank in which said fund is deposited showing the amount standing at the credit of such fund on the last named date.

(4) That the Applicant shall keep in such form as the Board may approve separate records of all expenditures upon the construction, operation, maintenance and renewal of its plant and equipment, and shall furnish such information in

regard thereto as the Board may deem necessary in order to satisfy the Board that the provisions of the two next preceding clauses are being carried out.

(5) The increased tariff charges herein authorized by this Board shall be subject to the terms of any contracts which may exist between the subscribers of the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

And the Board makes no order for costs, save and except that the Applicant shall pay \$10.00 for the law stamps required for this order.

(Seal)

(Sgd.) D. M. McINTYRE,  
Chairman.

PROCEDURE FILE 4243.

W. H. Carpenter, *et al*,

vs.

Canadian Machine Telephone Co., Ltd., and The Norfolk County Telephone Co., Ltd.

(Application for abolition of toll charges in respect of service to and from Scotland.)

Mar. 20th. Application and material filed.

Apr. 17th. Hearing, pursuant to appointment, 11 a.m., Court House, Brantford. Application dismissed.

PROCEDURE FILE 4244.

Application by The East Luther Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to increase its charges for telephone service.

Mar. 20th. Application filed.

Apr. 11th. Hearing, pursuant to appointment, 1.30 p.m., Town Hall, Grand Valley. Judgment reserved.

Apr. 16th. Order.

April 16th, 1917.

ORDER.

Upon the application of the above named applicant, upon hearing the evidence adduced on behalf of the Applicant, upon reading the Applicant's financial statements for the years 1911 to 1916 (inclusive) and other material on file,

The Board orders, subject to the several conditions prescribed in this Order, that leave be granted to the Applicant to charge the undermentioned tariff charges for telephone service in so far as such charges may be applicable to those subscribers who are resident in any township where such tariff charges are not inconsistent with the terms of any valid agreement between such township and the Applicant:



*For Local Exchange Service in the Village of Grand Valley:*

(a) For Business Telephones on Individual lines .....	\$15.00	per annum.
(b) For Business Telephones on Two-Party Lines ....	12.50	" "
(c) For Residence Telephones .....	8.00	" "
(d) For a Business and a Residence Telephone furnished to the same subscriber .....	20.00	" "
<i>For Rural Party Line Telephones .....</i>	8.00	" "

And the Board further orders:

1. That the tariff charges herein authorized shall only apply to those subscribers of the telephone system of the Applicant whose lines terminate at points where the Applicant is furnishing a continuous service, day and night, Sundays and holidays.

2. That in all cases where the said tariff charge of \$8.00 is made for Rural Party Line Telephone service the number of subscribers' stations operated upon one and the same circuit shall not, without the consent of this Board, exceed fifteen.

3. That the charges herein approved for business telephones shall cover the cost of the maintenance of the subscriber's line and equipment, including the renewal of batteries.

4. That the Applicant shall once in every six months cause to be inspected every telephone connected upon its system for the purpose of overhauling the subscriber's equipment and, where necessary, renewing the batteries, the said batteries, except in the case of business telephones, to be purchased by the subscribers.

5. That the tariff charges authorized by this Order shall be subject to the terms of any contracts which may exist between the subscribers to the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

And the Board makes no Order for costs save and except that the Applicant shall pay \$10.00 for the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

Chairman.

PROCEDURE FILE 4249.

The Canadian Machine Telephone Co., Ltd.,

vs.

Norfolk County Telephone Co., Ltd.

(Application under Section 33 of "The Ontario Telephone Act," for an Order prescribing terms of interchange of telephone service.)

Mar. 21st. Application filed.

Apr. 17th. Hearing, pursuant to appointment, Court House, Brantford, 11 a.m. to 1.15 p.m. and 2.15 to 5 p.m. Agreement to be drafted embodying terms fixed by Board and submitted to both parties to be checked over. If correct, Agreement to be duly executed.

Nov. 8th. Order.

November 8th, 1917.

## ORDER.

Upon the application of the Applicant, and upon reading Memorandum of Agreement made the 11th day of October, A.D. 1917, by and between The Canadian Machine Telephone Company, Limited, and The Norfolk County Telephone Company, Limited, duplicate of which agreement has been filed in the office of the Board.

The Board orders that the said Agreement be and the same is hereby approved, under and in pursuance of Section 34 of "The Ontario Telephone Act," provided that the Board may at any time hereafter, of its own motion, or upon any application or complaint, rescind this Order and withdraw its approval of the above mentioned Agreement, and require the same to be altered, amended, varied or otherwise changed or modified, as to the said Board may seem requisite or proper.

The Board further orders that the said Agreement be and the same is hereby incorporated as a part of this Order, and the Applicant and Respondent shall observe and fulfil the terms and conditions provided for in the said Agreement.

The Board makes no Order for costs, save and except that the Applicant and the Respondent shall each pay the sum of \$7.50 for the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*

## PROCEDURE FILE 4256.

Application by The Toronto Suburban Railway Company, under Section 174 of "The Ontario Railway Act," for leave to open for the carriage of traffic that portion of its railway between Lambton and Guelph.

Mar. 30th. Application filed.

Apr. 13th. Engineer's Report on inspection filed.

Apr. 13th. Order issued giving leave to open for traffic the said Company's railway from Lambton to Guelph.

Apr. 13th. Order issued directing the Company to carry out the recommendations of the Board's Engineer's Report dated April 13th, 1917; and also that the Company's cars shall not exceed a speed limit of 20 miles per hour between Georgetown and Guelph.

June 27th. Engineer's Report on inspection (dated June 20th) filed.

TORONTO, April 13th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I made a preliminary inspection yesterday of the Toronto Suburban Company's line from Guelph to the car barn at Lambton, accompanied by Mr. Ingram, of your Board, and the officials of the line, and have to report as follows:

The line starts from the Brock Road leading to the Agricultural College at Guelph, about 400 ft. south of the bridge over the Speed River, where the Company have their terminal station with siding and a Y for turning their cars. From this point it is a single track line through to Lambton, with turn-outs at suitable places to enable cars to pass one another. I find the track in a better condition than I expected. That portion from Guelph to Georgetown is not as good as from Georgetown to Lambton, for the reason that it has not been built so long, and the embankment has not yet finally settled. However, this is merely a matter of surfacing



and alignment, and when the weather is better this can be satisfactorily done. The embankments need widening out on each side of the track at points where the frost and rain have caused sliding, but taking the whole line as it now is I see no reason why it cannot be used at once for passenger and freight traffic, though I would advise that the cars be run at moderate speed at the points mentioned till the spring repairs have been made. The rails are 60 lb. T section, and the ties are good and seem fairly well imbedded in ballast.

The bonding is not completed but will be finished at once. There is none to speak of between Georgetown and Cookstown, a distance of probably ten miles, and there are also some places between Guelph and Georgetown where it has still to be done, making a total distance of probably fifteen miles more or less out of the whole length of about forty-five miles.

I examined a good many of the wooden trestles along the line and found them all in first-class condition, and I consider the Company have taken all reasonable precautions to prevent their being injured by floods or ice. The steel bridges are all in good condition and well painted and will carry class 2 loading of the Dominion specifications.

The line is fenced in on both sides of the right-of-way, and there are the usual sign boards up at all public road crossings. The cattle guards are not yet in place, but the Company intend putting them in within the next two or three weeks. Regarding the public road crossings, I think there is little to find fault with except the following:

1. That one on Lot 31, Concession 6 and 7, Township of Nassagaweya, County of Halton, in the valley of Blue Spring Creek, Plan 8287. Here the line runs through the bush and persons driving along the public road cannot see cars approaching from any point. (See my report of April 8th, 1913.) I would suggest that the Company clear away the bush at each corner for a distance of 80 or 100 ft. from the line, in the shape of a triangle, and I think this difficulty will be removed.

2. The public road crossing in Lot 19, Concession 7 and 8, Township of Esquesing, County of Halton, Plan No. 8295, of which a report was made by me on April 8th, 1913. Here the railway approaches the road in a cut through thick bush on the west side of the road. I would advise that the arrangement arrived at between myself and Messrs. Wilkie and Hutcheon be carried out as regards the cutting away of the bush and the bank from the roadside, and if this is not satisfactory that a suitable automatic gong be installed by the Company.

3. The alterations in the location of the public road asked for in my report of April 8th, 1913, situated in Lot 24, Concession 4, Township of Esquesing, County of Halton, Plan No. 8300, have been made, and as the road is very little used it might be well to waive the question of the instalment of the gong, the Board reserving the right to order this to be done should it later on consider the necessity of doing so for some cause or other. This is certainly not a road that would invite traffic and would no doubt be avoided by it in general on account of the excessive grades.

4. With regard to the road crossing near Huttonville, in Lot 5, Concession 5, Township of Chinguacousy, County of Peel, Plan No. 8240, reported by me April 8th, 1913. Here the line crossed the road at a sharp angle, and on the west side of the railway there is a strip of high ground between the railway and the road. The Company have cut away a portion of the bank but I do not consider that enough has been done, and explained my views to Mr. Hazen. Since my report on this crossing was made the road has been filled up three or four feet and considerably improved, but the bank is still too high. Mr. Hazen tells me that the Company

contemplate erecting a station at this place so if this is done, and the cars always stop there coming from the west, then I think most of the danger will be removed, as they could be seen from the road far enough back before they started again.

The overhead work is only temporarily erected from Guelph to Georgetown, but east of Georgetown the work is done and I think this work will be completed all the way through in a week or two. It should not affect the opening of the line as everything yesterday worked very satisfactorily.

In conclusion, I am of the opinion that your Board may issue an order permitting the Company to use their line for traffic conditional to their completing the bonding and overhead work as quickly as possible, and that they surface and align the track, and repair the embankment as soon as the weather permits, and in the meantime that they shall not run at more than a moderate speed until such work is done and the requirements of this report fulfilled.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

April 13th, 1917.

ORDER.

Upon the application of the said Railway Company, under Section 174 of "The Ontario Railway Act," for authority to open its railway from Lambton to the City of Guelph, upon hearing read the report of the engineer of the Board, and it appearing that the said engineer has inspected the line and has reported that it is sufficiently completed for the safe carriage of traffic, and that the opening of the railway from Lambton to Guelph for the carriage of traffic will be reasonably free from danger to the public, and upon hearing what was alleged on behalf of the railway:

(1) This Board doth order that the application for leave to open the said railway for the carriage of traffic be and the same is hereby granted, and that the railway be at liberty to operate for the purpose of the carriage of passengers, freight and express traffic.

(2) This Board doth further order that the said Railway Company do pay the cost of the said inspection as certified by the Board, and do pay \$5.00 in law stamps on this Order.

(Seal.)

(Sgd.) D. M. McINTYRE,

*Chairman.*

April 13th, 1917.

ORDER.

The Board having by an Order bearing even date herewith, upon an application of the said Railway Company, under Section 174 of "The Ontario Railway Act," authorized the said Railway Company to open its railway from Lambton to the City of Guelph:

(1) This Board doth order that the said Company do forthwith, or within a reasonable time, procure to be done and completed the several things recommended to be done by the said Company in and by the report of the Board's inspecting engineer bearing date the 13th day of April, 1917, and to report to the Board from time to time when the said several things so recommended to be done have been completed;



(2) This Board doth further order that in operating its cars upon its railway between the Town of Georgetown and the City of Guelph, the Company do not exceed a speed of twenty miles per hour until further Order of this Board;

(3) This Board doth further order that the said Company do pay \$5.00 in law stamps upon this Order.

(Seal.)

(Sgd.) D. M. McINTYRE,  
Chairman.

TORONTO, June 20th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I have to report that I made a further inspection of the Toronto Suburban Company's line from the car sheds at Lambton to Guelph, on the 12th inst., accompanied by Mr. Hazen, the Chief Engineer. The overhead work is now completed right through to Guelph, with the exception of one turn-out, which will be finished when the material is on hand, which is the cause, I believe, of the delay.

The bonding is not yet finished east of Georgetown, but the men are working at it as I saw them with the machine. As far as I can judge there would be about eight miles to do between Georgetown and Lambton. The track is in very good condition and we made some good runs, making the return journey from Guelph, a distance of forty-six miles, in one hour and forty-five minutes. There are still a few places where it needs lifting and lining a little, and some more filling will have to be done on one or two embankments where the sides have settled. Mr. Hazen has promised to attend to these matters as soon as possible. The weeds have grown up on the track on certain parts of the line, but the Company have men out clearing them away.

I think the Company may safely run over the whole length of their line according to the times given in their time-table, reasonable care being exercised on all curves to regulate the speed; any loss of time due to this being made up on long tangents.

The bank near Huttonville mentioned in my previous report has been cut down so that anyone standing on the highway west of the crossing can now see a car about two hundred feet from it. The other road crossings mentioned in my last report where the timber has to be cut away to allow of a clear view, are, I believe, now being taken up by the Company with the owners with regard to settlement for damages, so that up to the present nothing has been done. This matter will, therefore, have to stand over till a settlement of some sort has been arrived at.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

#### PROCEDURE FILE 4260.

Application by The Home Telephone Co., Ltd., under Section 8, (38a) of "The Ontario Telephone Amendment Act," 1916 (c. 38), for authority to issue First Mortgage Bond for \$100,000 at 6 per cent., payable in 20 years.

April 3rd. Application filed.

May 1st. Hearing, pursuant to appointment, 2.30 p.m., at Board's Chambers. Application enlarged until satisfactory statement as to prospects is furnished: such statement to indicate why the balance remaining after consolidating Applicant's floating liabilities is required and how it will be spent.

June 16th. Order.

June 16th, 1917.

## ORDER.

Upon the application of the above named Applicant, upon hearing the evidence adduced on behalf of the Applicant, upon hearing Counsel for the Applicant, upon reading the affidavits of Alpheus Hoover, Esquire, and of William Herdman, Esquire, and the exhibits referred to in the said affidavits, and the expert adviser of the Board on telephone matters having considered the material submitted and recommended the granting of this application,

The Board orders, without in any way certifying to the sufficiency of the security for the said issue, that the Applicant be and is hereby authorized to issue Mortgage Bonds of The Home Telephone Company, Limited, not exceeding one hundred thousand dollars (\$100,000.00), payable in not more than twenty years from the date of issue and bearing interest at the rate of six per cent. per annum, payable semi-annually, and to secure the payment of such bonds by a charge or mortgage upon the franchises, undertakings, property and general assets of the Company; the said bond issue, or the proceeds thereof, to be applied, as follows:

(1) To pay off the balance outstanding of a first issue of bonds of the said Company amounting to about \$2,700 created in 1907, and to redeem or pay off a second issue of bonds of the said Company amounting to about \$25,000 created in 1909.

(2) To liquidate the present outstanding indebtedness of the Company.

(3) To provide funds for the extension and betterment of the system.

And the Board further finds and declares that the money, property or labor to be procured or paid for by the said issue of bonds is reasonably required for the purposes specified in this Order.

And the Board makes no order for costs, save and except that the Applicant shall pay \$10.00 for the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

Chairman.

PROCEDURE FILE 4273.

County of Essex,

vs.

Sandwich, Windsor and Amherstburg Railway Co.

(Air Brakes and Sanitary Conveniences.)

Apr. 16th. Application (Memorial) filed.

Apr. 19th. Reply directed.

Apr. 25th. Reply filed.

Apr. 30th. Rejoinder of County of Essex filed.

May 29th. Hearing, pursuant to appointment, Council Chamber, City Hall, Windsor, 11 a.m. to 2.15 p.m. Judgment (*viva voce*): Board directs and will order that all double truck inter-urban cars be equipped with air brakes within six months from 1st of June, 1917. As to sanitary conveniences: Waiting rooms apparently sufficient. Employees may hereafter apply re conveniences for Walker



Road Line. Sanitary conveniences to be supplied on inter-urban cars—Company to submit plans within one month and instal within three months.

June 22nd. Order issued.

July 21st. Blue prints filed by Railway Company.

Aug. 28th. Inspection by Board.

Sept. 4th. Blue prints approved and certified.

May 29th, 1917.

#### ORDER.

Upon the application of the above named Applicant, in the presence of the Applicant and the Respondent, and of the other municipalities interested, upon hearing the evidence adduced on behalf of the Applicant and Respondent, and upon hearing Counsel for the Applicant and Respondent,

The Board orders:

1. That the Respondent do within six months from the 1st day of June, 1917, equip all inter-urban cars of the Respondent, in operation or to be put in operation upon its lines of railway within the County of Essex, with air brakes according to the plans and specifications approved by the Board.

2. That the Respondent do likewise equip such inter-urban cars with closets for the use of the public, according to the plans and specifications approved of by the Board, the plans and specifications of such equipment to be submitted to the Board within thirty days herefrom, and the equipment to be complete before the expiration of three months herefrom.

And the Board makes no Order as to costs except that the Respondent, the Sandwich, Windsor and Amherstburg Railway Company, shall pay the sum of \$15.00 for law stamps on this Order.

(Sgd.) D. M. McINTYRE,

*Chairman.*

(Seal.)

#### PROCEDURE FILE 4277.

Application by The Norfolk County Telephone Co., Ltd., under Section 33 of "The Ontario Telephone Act," for authority to increase its charges for telephone service at Port Dover.

April 17th. Application filed.

May 15th. Hearing, pursuant to appointment, 1.30 p.m., Town Hall, Port Dover. Application granted.

June 9th. Order.

June 9th, 1917.

#### ORDER.

Upon the application of the above named Applicant, upon hearing the evidence adduced on behalf of all parties, upon reading statement of the cost of operation at Port Dover, and other material filed,

The Board orders that the application of the above named Applicant for leave to increase its charges for telephone service in the Village of Port Dover and vicinity, as follows:

For 4 Party Line Business Service, from \$15 to \$16 per annum.

For 4 Party Line Residence Service, from \$12 to \$15 per annum.

For Individual Line Residence Service, from \$15 to \$16 per annum.

For Rural Party Line Service, from \$12 to \$15 per annum.  
be and the same is hereby approved.

And the Board further orders that where the proposed increased tariff charges are made to subscribers upon party lines the number of subscribers' stations operated upon one and the same circuit shall not without the consent of the Board exceed fifteen.

And the Board further orders that the Applicant shall maintain at Port Dover a continuous service, day and night, Sundays and holidays included.

And the Board further orders that the increased tariff charges authorized by this Order shall be subject to the terms of any contract which may exist between the subscribers of the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

And the Board makes no Order for costs, save and except that the Applicant shall pay \$10.00 to cover the cost of the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,

*Chairman.*

(Seal.)

PROCEDURE FILE 4278. (P. 282.)

In the matter of the application of The Toronto and Hamilton Highway Commission, under Subsection 2 of Section 13 of "The Toronto and Hamilton Highway Commission Act," for leave to construct the roadway between the westerly limit of the City of Toronto and the westerly limit of O'Connor Road of a width of 24 feet instead of the ordinary width.

Apr. 20th. Copy of Commission's resolution under said subsection filed.

Apr. 20th. Appointment for Hearing, Friday, 27th inst., at 11 a.m., at Board's Chambers.

Apr. 26th. Formal application filed.

Apr. 27th. Hearing, 11 a.m. to 1.40 p.m. Board directs that Highway Commission prepare and submit detailed estimates of cost and apportionment of benefit assessment—details of estimates to give *full* details so that local issues may be dealt with. Estimate of cost of 18-foot pavement (tearing up present "dollar" pavement) to be prepared by Highway Commission. Copy of estimate to be furnished to each municipality (to be mailed) by 1st May. Hearing adjourned to 11th May, 1917, 11 a.m., at Board's Chambers.

May 11th. Hearing continued and concluded, 11 a.m. to 5 p.m. Leave given to widen highway as applied for. Judgment reserved as to apportionment of cost.

June 2nd. Judgment delivered.

June 27th. Application for leave to appeal refused, with costs, by Appellate Division. (See *Toronto Globe*, June 27th, 1917.) (12 O.W.N., 335.)

July 10th. Settlement of Order, 11 a.m. to 12 m. Order to be redrawn and draft marked "approved as to form," by contributing municipalities.

July 23rd. Order (dated June 2nd, 1917) issued.



BETWEEN :

The Toronto and Hamilton Highway Commission,

Applicant,

—and—

The Corporation of the City of Toronto.  
 The Corporation of the City of Hamilton.  
 The Corporation of the County of Wentworth.  
 The Corporation of the County of York.  
 The Corporation of the Township of East Flamboro.  
 The Corporation of the Village of Burlington.  
 The Corporation of the Village of Trafalgar.  
 The Corporation of the Township of Nelson.  
 The Corporation of the Town of Oakville.  
 The Corporation of the Township of Toronto.  
 The Corporation of the Township of Etobicoke.  
 The Corporation of the Village of New Toronto.  
 The Corporation of the Village of Port Credit.  
 The Corporation of the Village of Mimico.

Respondents.

#### OPINION OF THE BOARD.

This is an application by The Toronto and Hamilton Highway Commission under Section 13 of its Act for an Order of the Board granting leave to construct the roadway of a greater width than the ordinary width of the roadway, to wit, twenty-four feet from O'Connor Road easterly to the west limit of the City of Toronto, and for an Order apportioning the additional cost occasioned by the adoption of such greater width among the municipalities contributing to the construction of the roadway, or such of them as the Board may deem just.

The application followed as a consequence of the conclusion reached by the Commission in the words of the statute, "that for the safety or convenience of the public using the highway or in the interests of the residents in the locality, it is desirable . . . that the roadway . . . should be of a greater width than the ordinary width of the roadway," from the west limits of the O'Connor Road to the west limits of the City of Toronto. The ordinary width of the roadway is eighteen feet and it has been constructed of that width from a point at or near the City of Hamilton to a point near the west limits of the Township of Etobicoke, and it is proposed to continue it thence easterly of that width to the O'Connor Road, but from the western limit of the O'Connor Road to the west limit of the City of Toronto the Commission is of the opinion that it should be widened to twenty-four feet as above mentioned.

The Board is of the opinion, after hearing all parties, that the Commission has reached a sound conclusion in the matter, and that leave should be granted to widen the roadway as sought. It was not seriously contested by the municipalities represented at the hearing that the demands of the anticipated traffic as the City of Toronto is approached call for a wider roadway than eighteen feet. The Board, therefore, adopts without hesitation, the conclusion of the Commission that the roadway should be widened to twenty-four feet.

Having disposed of the first question arising on this application in the affirmative, the Board must address itself to the second, namely, what is a just apportion-

ment of the additional cost among the contributing municipalities? The Commission submitted statements showing the increased cost and a tentative apportionment of the increased cost amongst the municipalities concerned. The estimated cost of the roadway of the increased width is \$314,771.51. The estimated cost of the roadway as originally designed is \$79,456.53, to which must be added \$15,435.39 being the estimated additional cost due to delays, making the total estimated cost of the construction of the roadway as originally designed, \$94,891.92. As the Commission proposes to assume the burden of \$100,489.69 or 31.92 per cent. of the cost of the widened highway as above estimated, the Board is concerned only with the apportionment of the difference, namely, \$214,281.82; a sum slightly less than the additional cost due to the widened roadway. From this latter sum, however, certain items must be deducted which are optional and local, as follows:

		\$214,281 82
In the Village of Mimico .....	\$21,238 13	
In the Village of New Toronto .....	10,469 61	
In the Township of Etobicoke .....	22,251 20	
		<hr/> 53,958 94
		<hr/> \$160,322 88

This amount, which is the increased cost to be dealt with by the Board on this application, has been apportioned by the Commission tentatively among the three municipalities of Mimico, New Toronto and Toronto as follows:

Mimico	29.85%	of \$160,322.88	=	\$47,856 38
New Toronto	26.15%	of 160,322.88	=	41,924 43
Toronto	44%	of 160,322.88	=	70,542 07
				<hr/> \$160,322.88

This apportionment is based on the proportion of the several frontages of Mimico and New Toronto on the roadway, and the balance of the cost is assigned to the City of Toronto.

It is clear to the Board that the need of a wider roadway at its eastern section arises from the congestion of traffic occasioned by proximity to the large City of Toronto. This seems to support the action of the Commission in relieving from the burden of any part of the increased cost the municipalities west of the Etobicoke River. So far as appears the roadway of a width of eighteen feet is adequate to the requirements of travel from the Etobicoke River to the City of Hamilton. From the O'Connor Road (which is about 1,955 feet east of the Etobicoke River) along the Lake Shore Road, the site of the proposed roadway, to the west limit of the City of Toronto, it is practically an urban area. The land abutting on the Lake Shore Road has been largely subdivided into building lots and within that area there is a density of population which, coupled with its proximity to the City of Toronto, provides a large volume of traffic on the roadway when completed. The Board is, therefore, of opinion that the increased cost should be borne solely by the municipalities east of the Etobicoke River—which it may be stated is at the point where it crosses the Lake Shore Road, the west boundary of the County of York and of the local municipality of the Township of Etobicoke.

After consideration the Board is unable to adopt in its entirety the tentative apportionment of the additional cost proposed by the Commission, for the reasons that it is of opinion that the shares assigned to the municipalities of Mimico and New Toronto are, in view of all the circumstances, too large, and that the Township of Etobicoke and the County of York should not be wholly relieved from any



share of the new cost. It seems to the Board that although the congestion of travel which necessitates the increased width of the roadway has its origin chiefly in the City of Toronto, there is an obligation upon every municipality to provide at its expense in whole or in part for the traffic passing through its territory. This it would appear was the principle adopted by the Legislature in making the original apportionment of cost among the municipalities concerned when the project was first mooted, and a part of this cost was assigned to the Township of Etobicoke and the County of York, the former as a local municipality in which the roadway is in part situated, and the latter as the municipal authority charged with the maintenance of the Lake Shore Road as a County Road, which the Toronto and Hamilton Highway Commission is now taking over.

The Legislature looked upon the work as one entire work, the cost of which—beyond that assumed by the Province—should be borne by the municipalities benefited and using the roadway. The proportion to be borne by each municipality was then settled in some cases by negotiation and agreement, or failing agreement by the Legislature in the exercise of its paramount power after a consideration of all the facts. It seems to the Board that the procedure of the Legislature in apportioning the cost of the entire work affords a precedent proper for adoption by the Board in apportioning the cost incidental to the subsidiary work of widening the roadway to twenty-four feet.

The Province assumed the burden of paying \$368,000, being 40 per cent. on an estimated cost of \$920,000. The cost of the roadway as designed in 1916—actual and estimated—is \$1,025,920. On this basis of cost the mode of financing the scheme at that time was as follows, the contributories falling into three distinct classes:

Province .....	35.90%	\$368,000 00	
Abutting municipalities .....	34.84%	357,920 00	
Non-abutting municipalities .....	29.26%	300,000 00	
	<u>100.00%</u>	<u>\$1,025,920.00</u>	
Shares of all municipalities contributing to original roadway .....		\$657,920 00	
Abutting municipalities contribute 54.4%..	\$357,920 00		
Non-abutting municipalities contribute 45.6% .....	300,000 00		
	<u>                    </u>	<u>657,920 00</u>	
Total cost of widened roadway .....		\$314,771 51	
Deduct optional and local charges:			
Mimico .....	\$21,238 13		
New Toronto .....	10,469 61		
Etobicoke .....	22,251 20	53,958 94	
		<u>                    </u>	
		\$260,812 57	
Deduct share to be assumed by the Province .....		100,489 69	
Increased cost to be apportioned among municipalities..		<u>\$160,322 88</u>	
Applying the above percentages:			
Abutting municipalities, 54.4%.....	\$87,215 61		
Non-abutting municipalities, 45.6%....	73,107 27		
	<u>                    </u>	<u>\$160,322 88</u>	

The shares of the cost, actual or estimated, of the roadway as apportioned in 1916 among the abutting municipalities situate east of the Etobicoke River works out as follows:

County of York .....	61.52%	=	\$31,596 39
Etobicoke .....	20.02%	=	10,280 00
New Toronto .....	7.32%	=	3,760 00
Mimico .....	11.14%	=	5,720 00
	100.00%		\$51,356.39

The Board adopts the above percentages, based upon the apportionment by the Legislature of the cost of the original roadway along the above named abutting municipalities, as a measure of the benefit to them and of the burden proper to be borne by them respectively of the increased cost of the widened roadway. Applying these percentages to the above sum of \$87,215.61 the following apportionment among the abutting municipalities results:

Total to be apportioned .....			\$87,215 61
County of York .....	61.52%	\$53,655 04	
Etobicoke .....	20.02%	17,460 57	
New Toronto .....	7.32%	6,384 18	
Mimico .....	11.14%	9,715 82	
			\$87,215 61

A readjustment of these figures is necessary by reason of the fact that a portion of the roadway in the Township of Etobicoke and in the County of York is to be retained of the original width of eighteen feet, namely the portion from the Etobicoke River to the O'Connor Road—a distance of 1,955 feet. This frontage doubled (3,910 feet) is 14.43 per cent. of the whole double frontage of Etobicoke Township on the roadway, omitting the frontage of the asylum property, while the frontage of 3,910 feet is 7.14 per cent. of the whole double frontage of the County of York on the roadway. This renders necessary a deduction from the above figures of 14.43 per cent. in the case of the Township of Etobicoke and of 7.14 per cent. in the case of the County of York, and the amounts so deducted should, in the opinion of the Board, be added in proper proportions to the cost to be borne by New Toronto and Mimico respectively:

Deductions:			
Etobicoke .....	14.43%	\$17,460.57	= \$2,519.56
County of York ..	7.14%	53,655 04	= 3,830 97
			\$6,350 53

The shares above assigned to New Toronto and Mimico bear the following proportions to one another:

New Toronto .....	\$6,384 18	39.66%
Mimico .....	9,715 82	60.34%
	\$16,100 00	100.00%

Apportioning the above sum of \$6,350.53 between New Toronto and Mimico in the proportions of 39.66 per cent. and 60.34 per cent., the following result is reached:

New Toronto .....	39.66%	\$6,350 53	\$2,518 62
Mimico .....	60.34%	6,350 53	3,831 91
			\$6,350 53



Making the necessary deductions from the above shares of Etobicoke and the County of York, and the necessary additions to the above shares of New Toronto and Mimico, and the following result is reached:

County of York	....	\$53,655 04	less	\$3,830 97	=	\$49,824 07
Etobicoke	.....	17,460 57	"	2,519 56	=	14,941 01
New Toronto	.....	6,384 18	plus	2,518 62	=	8,902 80
Mimico	.....	9,715 82	"	3,831 91	=	13,547 73
						<hr/>
						\$87, 215 61

The above figures reduced to percentages are as follows:

County of York	.....	57.12%
Etobicoke	.....	17.14%
New Toronto	.....	10.21%
Mimico	.....	15.53%
		<hr/>
		100.00%

The Board will, therefore, order that in accordance with the foregoing calculation based on the apportionment of the cost of the original roadway by the Legislature the increased cost occasioned by widening the highway from eighteen feet to twenty-four feet, or such part of the same as must be borne by the contributing municipalities, be borne as follows:

Abutting municipalities	.....	54.4%
Non-abutting municipality, being the City of Toronto	....	45.6%

And that the abutting municipalities as between themselves shall bear the above proportionate share of 54.4 per cent. of such increased cost, in the following proportions:

County of York	.....	57.12%
Etobicoke	.....	17.14%
New Toronto	.....	10.21%
Mimico	.....	15.53%
		<hr/>
		100.00%

There will be no costs to either party, but the Toronto-Hamilton Highway Commission shall pay \$25.00 fee for law stamps on the Order.

(Sgd.) D. M. McINTYRE,

Chairman.

Dated at Toronto, this Second Day of June, A.D. 1917.

June 2nd, 1917.

ORDER.

Upon the application of the above named Applicant, in presence of the Applicant and the Respondents, upon hearing the evidence adduced and upon hearing Counsel for the Applicant and for the Respondents

- The Corporation of the City of Toronto.
- The Corporation of the County of York.
- The Corporation of the Village of Burlington.
- The Corporation of the Township of Trafalgar.

- The Corporation of the Village of Oakville.
- The Corporation of the Township of Etobicoke.
- The Corporation of the Township of East Flamboro.
- And the Representatives of the Corporation of the County of Wentworth.
- The Corporation of the Township of Nelson.
- The Corporation of the Township of Toronto.
- The Corporation of the Village of Port Credit.
- The Corporation of the Town of Mimico.

1. The Board orders that the Commission shall have, and it is hereby granted, leave to construct its roadway between the westerly limit of the City of Toronto and the westerly limit of O'Connor Road of a width of twenty-four feet instead of the ordinary width of the roadway.

2. The Board further orders that the additional cost occasioned by the greater width of the said roadway shall be, and the same is hereby apportioned among the following municipalities contributing to the construction of the roadway in the following proportions:

The Corporation of the City of Toronto .....	45.60%
The Corporation of the County of York .....	} 54.40%
The Corporation of the Township of Etobicoke .....	
The Corporation of the Village of New Toronto .....	
The Corporation of the Town of Mimico.....	
	100.00%

And that the said 54.40 per cent. be and the same is hereby apportioned among the said last named corporations in the following proportions:

The Corporation of the County of York .....	57.12%
The Corporation of the Township of Etobicoke .....	17.14%
The Corporation of the Village of New Toronto .....	10.21%
The Corporation of the Town of Mimico .....	15.53%
	100.00%

3. The Board further orders that the Applicant shall pay \$25.00, the fee for law stamps on this Order, and does not see fit to make any further Order as to costs.

(Sgd.) D. M. McINTYRE,  
Chairman.

(Seal.)

PROCEDURE FILE 4281.

In the Matter of the application of The Toronto and Hamilton Highway Commission, for an Order permitting the highway of the said Commission to be diverted at the point and in the manner shown on the plan filed, such diversion commencing at a short distance east of the Etobicoke River and running in an easterly and northerly direction to the Lake Shore Road and adjoining the southernly limit of the present Lake Shore Road.

Apr. 23rd. Application filed.

Apr. 23rd. Appointment for hearing, Friday, the 27th inst., 3 p.m., at the Board's Chambers.



Apr. 27th. Hearing, 3 to 3.45 p.m. Judgment reserved pending view by Board.

Apr. 30. Judgment delivered granting application.

May 18th. Order issued in form of approved amended draft filed.

#### OPINION OF THE BOARD.

The Board, by two of its members, after hearing this application, upon notice to the owners of the land affected, has had the benefit of a view of the land proposed to be taken for the purpose of varying the course of the roadway from the route shown on the original plan. The view was had in presence of the Messrs. Eastwood—four in number—and the engineer of the Highway Commission.

The Board is of the opinion that adherence to the line of the Lake Shore Road as it approaches from the east the overhead bridge of the electric railway, would be to invite danger of collision between motor vehicles using the proposed highway, and that this danger is in a great measure obviated by the new alignment of the roadway rendered possible by the expropriation of the land of the Messrs. Eastwood, being part of Lot Number 11, in the Broken Front Concession of the Township of Etobicoke, in the County of York, as shown on the plan filed with the Board. The plan will, therefore, be approved by the Board under Section 9, Subsection 2, of "The Toronto and Hamilton Highway Commission Act."

There will be no costs to either party, but the Toronto-Hamilton Highway Commission shall pay \$10.00 fee for law stamps on the Order.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

Dated at Toronto, this Thirtieth Day of April, A.D. 1917.

Upon the application of The Toronto and Hamilton Highway Commission, heard pursuant to appointment on the twenty-seventh day of April, 1917, in presence of the solicitor for the said Commission and the solicitor for the Municipal Corporation of the Township of Etobicoke, and in presence of the owners of the lands proposed to be taken for the variation, upon examining the said plan and upon hearing the evidence adduced and what was alleged by Counsel for the Applicant, and the Board having viewed the said lands and judgment having been reserved until this day;

The Board orders that the said plan for the variation of the Highway a copy of which is hereto annexed, be and the same is hereby approved under and in pursuance of Subsection (2) of Section 9 of "The Toronto and Hamilton Highway Commission Act," 5 Geo. V, Chapter 18, and amendments thereto.

(Seal.) (Sgd.) D. M. McINTYRE,  
*Chairman.*

#### PROCEDURE FILE 4285.

Application by the City of Fort William and The Public Utilities Commission of the City of Port Arthur, under Section 71 of "The Statute Law Amendment Act, 1917," for report of Board approving proposed tariff of passenger fares.

May 2nd. Application filed.

May 7th. Appointment for hearing, Tuesday, June 19th, at 10.30 a.m., Court House, Port Arthur.

June 19th. Hearing, pursuant to appointment, 10.30 a.m. to 12.45 p.m. Application granted. Board will report to Lieutenant-Governor in Council in favour of the cities' proposal.

July 6th. Report issued to Lieutenant-Governor in Council.

*To His Honour the Lieutenant-Governor in Council:*

The Ontario Railway and Municipal Board begs leave respectfully to report as follows:

Upon the application of The Corporation of the City of Fort William and The Public Utilities Commission of the City of Port Arthur, made conformably to the provisions of Section 71 of "The Statute Amendment Act, 1917," being Chapter 27 of the Acts passed by the Legislature of the Province of Ontario in the Seventh year of the reign of King George Fifth, the Board did appoint Tuesday the 19th day of June, A.D. 1917, at the hour of half-past ten o'clock in the forenoon, at the Court House, in the City of Port Arthur, to consider the agreement made between the said Corporation and the said Public Utilities Commission, relating to the rates to be charged on the street railway systems of each of the said corporations and for through service, a copy of which agreement is hereunto annexed.

After due notice of such appointment had been given to all parties interested by public advertisement inserted in newspapers having a general circulation in the said cities, the Board did hear what was alleged by the applicants, and by such persons in interest as appeared and asked to be heard.

The Board having considered what was alleged and submitted at such hearing beg respectfully to report that in its judgment the rates set out in the said agreement are just and reasonable, and that the said agreement may properly be ratified and confirmed, and declared to be legal, valid and binding by Your Honour in Council, pursuant to the provisions of the Statute above mentioned.

All which is respectfully submitted.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

Toronto, the Sixth Day of July, A.D. 1917.

Agreement made this first day of March, one thousand nine hundred and seventeen.

BETWEEN:

THE CORPORATION OF THE CITY OF FORT WILLIAM, hereinafter called the "City,"

Of the first part,

—and—

THE PUBLIC UTILITIES COMMISSION OF THE CITY OF PORT ARTHUR, hereinafter called the "Commission,"

Of the second part.

Whereas the City is operating an electric street railway within the limits of Fort William and the Commission is operating an electric street railway within the limits of Port Arthur, subject to certain agreements for a through service of cars.



And whereas the said railways are operating at a loss, and it is necessary to increase the fares.

Now therefore the parties hereto agree as follows:

Notwithstanding anything to the contrary in any by-law or agreement or Order in Council the fares to be hereafter charged on the said street railways shall be as follows:

- (1) One fare in each City.
- (2) Regular fare 5 cents or 6 tickets for 25 cents, good from 5.30 a.m. until 12 p.m.
- (3) Workmen's fares 5 cents or 8 tickets for 25 cents, good from 5.30 a.m. to 8 a.m., and from 5.30 p.m. to 7 p.m., from Monday to Saturday inclusive. Sunday tickets 8 for 25 cents, good from 5.30 a.m. to 12 p.m.
- (4) Children's tickets up to 14 years of age 10 for 25 cents. Good all hours every day of the week, Sunday included. All bona fide students above 14 years privileged to use children's tickets between 8 a.m. and 5 p.m. on school days.
- (5) Fares from 12 p.m. to 5.30 a.m. 10 cents each, good for a through ride.
- (6) Children under 14 years of age may use school children's tickets on Sunday and be good for through ride.

In witness whereof the parties hereto have caused their Corporate Seals to be hereunto affixed by their proper officers.

THE CORPORATION OF THE CITY OF FORT  
WILLIAM.

(Sgd.)

Per R. S. PIPER, *Acting Mayor*.  
A. MCNAUGHTON, *Clerk*.

(Seal.)

PUBLIC UTILITIES COMMISSION.

(Sgd.)

I. L. MATTHEWS, *Chairman*.  
GEO. H. RAPSEY, *Secretary*.

(Seal.)

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#### PROCEDURE FILE 4302.

Application by the City of Peterborough, under Section 12 (2) of "The Municipal Amendment Act, 1917," for approval of its By-law No. 2027, (\$35,000 to buy fuel, etc.).

May 18th. Application and material filed.

June 7th. Hearing, pursuant to appointment, 10 a.m. to 12.45 p.m., Court House, Peterborough. Application to be granted when By-law amended to provide for raising the money in accordance with "The Municipal Act." Separate accounts to be kept, in detail, and returns made quarterly to the Bureau of Municipal Affairs. (See reporter's notes.)

July 7th. Order issued approving amended By-law.

July 7th, 1917.

## ORDER.

Upon the application of the said Corporation, and the Board having, after due notice by public advertisement, hold a sitting at the Court House, in the City of Peterborough to hear the said Applicant and all parties interested in or opposing the said application, and upon hearing the evidence adduced and what was alleged by Counsel for the Applicant and for the Coal Section of the Retail Merchants' Association of Canada and by the representative fuel dealers of the said City, and upon reading the draft of the said proposed By-law No. 2027, intituled "A By-law to authorize the establishment of a Municipal Fuel Yard in the City of Peterborough and to borrow money for purchasing supplies of fuel," filed with the Board on the Eighteenth Day of May, 1917, and the proposed By-law, intituled, "By-law Number . . . A By-law to amend By-law Number 2027 of the Corporation of the City of Peterborough," amending same, filed on the Fifth Day of July, 1917.

The Board orders, under and in pursuance of Subsection 2 of Section 12 of "The Municipal Amendment Act, 1917," that the said proposed By-law and the said amending By-law be and the same are hereby approved provided that the said amending By-law, before being finally passed, be amended by adding after the word "purchased" in the fourth line of paragraph numbered "40" thereof, the words "and the details of the gross cost thereof."

And the Board makes no Order as to costs except that the Applicant shall pay the sum of \$15.00 for law stamps on this Order.

(Sgd.) D. M. McINTYRE,  
*Chairman.*

(Seal.)

## PROCEDURE FILE 4305.

Application by Thomas Strothers, Esquire, Trustee, for the approval under Section 5, Chap. 122, Ontario Statutes, 1914, of agreement for sale of assets of The Ontario West Shore Railway Company to The Hydro-Electric Power Commission of Ontario.

May 23rd. Application filed.

May 23rd. Appointment for Hearing, 31st inst., 11 a.m., Board's Chambers.

May 29th. Further material filed.

May 31st. Hearing, pursuant to appointment, 11 a.m. to 12m. Agreement for sale approved—purchase moneys to be paid into The Toronto General Trusts Corporation, subject to further Order of this Board.

June 5th. Approved draft Order filed.

June 5th. Order issued.

Dec. 15th. For judgment in Stothers vs. Toronto General Trusts Corporation see 13 O.W.N., 290.

May 31st, 1917.

## ORDER.

Upon the application of the said Trustee for an order approving an agreement between said Thomas Stothers, Trustee, and the Ontario Hydro-Electric Power Commission, dated the 10th day of May, 1917, for the sale to said Ontario Hydro-Electric Power Commission of certain assets of the said railway company, upon



reading his affidavit, the exhibits therein referred to, his oral testimony the consents of the Municipalities of Goderich and Kincardine, Towns, and Ashfield and Huron, Townships, and upon hearing what was alleged by Counsel for the said Trustee, and for the Toronto General Trusts Corporation, the Trustee under the Bond Mortgage made by said Railway Company to said Corporation dated the first day of May, 1908, and it appearing to the Board that the said sale is in the interests of all parties concerned,

1. This Board doth order that the said agreement for the sale of certain assets of the said Railway, dated the 10th day of May, 1917, be and the same is hereby approved.

2. The Board doth further order that the purchase money to arise from the said sale be paid by the Hydro-Electric Power Commission of Ontario to The Toronto General Trusts Corporation, who shall be under no responsibility to see to the performance of said agreement or the payment or receipt of the purchase money.

3. This Board doth further order that the moneys when so received by the said The Toronto General Trusts Corporation shall be held by it subject to such further or other order as this Board may see fit to make, pursuant to Ontario Statute 4 George V, Chapter 122.

4. And this Board doth further order that the costs upon this application of the Trustee and of The Toronto General Trusts Corporation be paid out of the fund after taxation by the Secretary of the Board.

(Seal.)

(Sgd.) D. M. McINTYRE,  
Chairman.

PROCEDURE FILE 4307. (P. 293.)

Municipality of New Toronto

vs.

Toronto and York Radial Railway Co.

(For removal of tracks on Lake Shore Road from north side of highway.)

May 25th. Application filed.

May 27th. Hearing, pursuant to arrangement, 10.30 a.m. to 12 m. Railway Company to file its answer to the application herein. Hearing adjourned *sine die*.

Sept. 11th. Hearing, 11 to 12.40. Judgment reserved and Hearing adjourned *sine die* pending negotiations. (See reporter's notes.)

Sept. 14th. Judgment delivered dismissing application but no law stamps or costs to be paid.

Sept. 21st. Order issued in form of approved draft filed.

(For Engineer's reports, etc., see P.F. 3481.)

#### OPINION OF THE BOARD.

This is an application by the Municipality of the Village of New Toronto for an order of the Board directing the Respondent to remove its railway now on the Lake Shore Road within the limits of the village to such place as will eliminate the danger to the public using that road. The Respondent is now, and has for some years past, been operating an electric railway along the Lake Shore Road through the Village of New Toronto, under an agreement with the Township of Etobicoke,

of which the area now constituting the incorporated Village of New Toronto at one time formed a part. The agreement, which is dated 24th January, 1891, and may be found as Schedule "D" to Chapter 96 of The Ontario Statutes of 1891, provided that the track of the Respondent should be located on the north side only of the street, so that the centre of the railway track should be at a uniform distance of ten feet from the northerly boundary of the street. It appears that the track so laid, and now being operated, conforms substantially to the above requirement of the agreement.

On this application the village asks that the railway should be removed from its present location and placed upon a more southerly site approximating to the north limit of the concrete roadway now being laid by The Toronto and Hamilton Highway Commission. The grounds of this claim are as set out in the application, that the Respondent's railway, "by reason of its location along the north side of the said Lake Shore Road and immediately alongside of the sidewalk, and in front of the entrances to the various places of business and residences, is very dangerous to the public using the said streets, and especially the sidewalk on the north side of said street, and entering and leaving the various places of business situate on the north side of said street, and further owing to the proximity to the north side of the street and the erection of buildings on the corners of the streets crossing the said Lake Shore Road, the view of an approaching car is entirely obscured from those travelling from the north across the Lake Shore Road on any one of the main streets crossing the said Lake Shore Road within said municipality."

It appears that the privilege of franchise granted to the Respondent under the above agreement extended only for the period of twenty-one years from its date. This period has now expired, but although provision was made for a renewal upon terms to be fixed by agreement of the parties, and failing agreement, by arbitrament of arbitrators to be appointed under the provisions of "The Municipal Act," no effective steps have yet been taken for a renewal.

The evidence in support of the application was directed, first to establishing the physical relation of the railway tracks to the sidewalks and intersecting streets of the village, and secondly by way of deduction to showing the dangers incidental to that relation. These dangers are twofold and are alleged to arise from the proximity of the tracks to the sidewalks and entrances to shops and residences, and from the fact that a view of the tracks and of an approaching car cannot be obtained by persons approaching the track from the north. No accident has as yet actually happened.

When the track was laid what is now the Village of New Toronto was a part of the Township of Etobicoke, a rural area sparsely populated, and the tracks were laid along the north side of the street as being the place where least inconvenience would be occasioned to travel on the highway. Subsequently conditions changed, and an industrial community has grown up, with an increasing density of population.

The Toronto and Hamilton Highway Commission was notified of this application, and was represented at the hearing. Its Counsel, Mr. Sedgwick, in answer to a question, stated that "the location of the tracks as at present is quite satisfactory to the Commission." Subsequently, Mr. Gooderham, the Chairman of the Commission, is reported as saying: "I think the attitude of the Commission is that in the general interests of the highway the tracks should be moved and put in a permanent location." Asked if this attitude was adopted by the Commission in view of the probability of another concrete roadway being laid at some future



time on the north side of the Lake Shore Road, Mr. Gooderham answered: "Yes. It is not a source of danger to us, we are satisfied as far as that goes."

After considering the evidence submitted in support of the application, the Board has reached the conclusion that a case has not been made which would warrant it ordering the tracks to be moved from their present site where they were lawfully placed under the agreement with the municipality. It may be added that the Applicant is not remediless by reason of this denial since there are provisions in the agreement by invoking which the municipality interested might secure the removal of the Company's tracks as sought on this application. On the renewal of the franchise now expired it would seem to be competent for the municipality to insist as a term, under paragraph 17 of the agreement, that the track should be moved. Again paragraph 25 of the agreement expressly empowers the municipality to obtain the specific relief sought on this application by adopting the procedure therein set out. It would obviously be preferable that the removal of the tracks should be effected under the terms of the Company's agreement, rather than by compulsory order of the Board, yet no effort has been made by the municipality to exercise its powers in that behalf. There seems to be no room for doubt that the Village of New Toronto, in respect of the tracks of the Respondent within its territorial limits, succeeded to the rights and obligations of the Township of Etobicoke under the agreement: Toronto Suburban Railway Company and Toronto (1915) A.C. p. 594. From what was said by Counsel for the Highway Commission, action by the municipality in the direction indicated would be facilitated by it.

The application is dismissed, but without costs or payment of fees in stamps.

(Sgd.) D. M. McINTYRE,

*Chairman.*

Dated at Toronto, this Fourteenth Day of September, A.D. 1917.

Sept. 14th, 1917.

ORDER.

The application of the Municipality of New Toronto that the Respondent, The Toronto and York Radial Railway Company, be ordered to forthwith remove its railway on the Lake Shore Road to such place as will eliminate the danger to the public using said street having come on to be heard before this Board on Tuesday, the 11th day of September, 1917, in the presence of Counsel for the Applicant and for the Respondent; upon hearing the proceedings herein, the evidence adduced and the plans filed, the Board was pleased to direct that the matter should stand over for judgment, and the matter having come on this day for judgment;

This Board doth order that the said application be and the same is hereby dismissed;

And this Board doth not see fit to make any order as to costs or payment of fees in stamps.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*

## PROCEDURE FILE 4344.

In the matter of the petition of The Twin City Ice Co., Ltd., *et al*, under Section 9 of "The Local Improvement Act," (R.S.O., Chap. 193) as amended against the construction of a concrete sidewalk on the south side of Water Street from the end of the present sidewalk to St. Joseph St., in the City of Ottawa.

June 13th. Petition filed.

Sept. 28th. Hearing, 10.30 to 11 a.m. Petition dismissed.

Oct. 16th. Order, dated 28th September, issued.

Sept. 28th, 1917.

## ORDER.

The petition of the Twin City Ice Company, and others, against the construction, as a local improvement, of a concrete sidewalk on the south side of Water Street, from the present sidewalk to St. Joseph Street in the City of Ottawa, having come on to be heard at a special sittings of this Board held this day at the City of Ottawa, upon hearing what was alleged as well on behalf of the said Petitioners as on behalf of the Corporation of the City of Ottawa:

1. This Board doth order that the said petition should be, and the same is hereby dismissed.

2. The Board doth further order and direct that the costs of the said hearing, which are hereby fixed at \$10.00, be paid in law stamps by the Petitioners, and in case the Corporation of the City of Ottawa should pay the same, that it shall be entitled to recover the amount of such payment from the Petitioners and save as aforesaid, the Board doth not see fit to make any order as to costs.

(Sgd.) D. M. McINTYRE,

(Seal.)

Chairman.

## PROCEDURE FILE 4353.

Toronto and Hamilton Highway Commission

vs.

County of Peel.

(Payment reconstruction Credit River bridge.)

June 30th. Application filed.

June 28th. Reply directed.

July 6th. Reply filed.

Aug. 1st. Resolution of Commission filed, stating necessity for bridge.

Sept. 22nd. Plans and specifications of bridge, with estimate therefor, filed by Applicant.

Oct. 1st. Hearing, pursuant to appointment and adjournment, 12 m. to 12.30 p.m., at Board's Chambers. Engineers to arrange details. (See reporter's notes.) Hearing adjourned, *sine die*.



## PROCEDURE FILE 4354.

Toronto and Hamilton Highway Commission

vs.

Counties of Peel and York.

(Payment reconstruction Etobicoke River bridge).

June 20th. Application filed.

June 28th. Reply directed.

July 6th. Reply filed by County of York.

July 6th. Reply filed by County of Peel.

Aug. 1st. Resolution of Commission filed stating necessity for bridge.

Sept. 22nd. Plans and specifications of bridge, with estimate therefor, filed by Applicant.

Oct. 1st. Hearing, pursuant to appointment and adjournment, 12 m. to 12.30 p.m., at Board's Chambers. Consent to be filed on which Order will be issued subject to report to be filed by Mr. Hogarth, Engineer of Highways, as to width of bridge required from counties. Engineers to arrange details. (See reporter's notes.) Hearing adjourned, *sine die*.

## PROCEDURE FILE 4373.

In the matter of the petition of Thomas Totten, *et al*, under Section 21 of "The Municipal Act," for annexation to the City of Windsor of part of the Township of Sandwich East.

July 3rd. Petition filed.

July 31st. Hearing, pursuant to appointment, 11 a.m. to 1.30 p.m., at Council Chamber, City Hall, Windsor. Application granted.

Aug. 22nd. Order, in form of approved draft filed, issued.

July 31st, 1917.

## ORDER.

Upon the application of the Petitioners, and this Board having appointed July 31st, 1917, at the hour of eleven o'clock in the forenoon, at the City Hall, in the City of Windsor, as a time and place for the hearing of the said petition, and notice of the said hearing having been served upon the Clerk of the Municipal Corporation of the Township of Sandwich East and the Clerk of the Municipal Corporation of the County of Essex, and having also been published in the *Evening Record*, a newspaper published in the said City of Windsor, and having a circulation in the said district, and upon hearing what was alleged by Counsel for the petitioners and for the Corporation of the City of Windsor, the Corporation of Sandwich East and the Corporation of the County of Essex, and upon hearing the evidence adduced, and upon reading the exhibits filed, and upon hearing what was alleged by Counsel aforesaid:

1. It is ordered that the portion of the Township of Sandwich East lying south of and adjoining the City of Windsor and composed of those parts of lots numbers eighty-seven (87), eighty-eight (88), and eighty-nine (89), in the

Second Concession of the said Township lying east of the Gravel Road or extension of Howard Avenue and between the Tecumseh Road and the right-of-way of the Canadian Pacific Railway Company, containing one hundred acres, more or less, be, and the same is hereby annexed to the Municipal Corporation of the City of Windsor.

2. And it is further ordered that the assessment of the respective lands so annexed shall be and remain the same as their assessment for the year 1916 for a period of five years from the time this Order becomes operative.

3. And it is further ordered that all assets and liabilities as between the said lands so annexed and the City of Windsor and the County of Essex shall be adjusted under the provisions of the Municipal Act applicable thereto, in case the parties are unable to agree on such adjustment, as of the First day of January, 1917.

4. And it is further ordered that this Order shall take effect from and after the first day of September, 1917.

(Sgd.) D. M. McINTYRE,

(Seal.)

Chairman.

#### PROCEDURE FILE 4374.

Application by the Village of Port Stanley, under Section 17 of "The Municipal Act," for annexation thereto of part Lot No. 2 in the First Concession of the Township of Yarmouth.

July 3rd. Application filed.

July 30th. Hearing, pursuant to appointment, 2.15 p.m., Village Hall, Port Stanley. Application granted.

Aug. 29th. Order issued in form of draft filed.

August 29th, 1917.

#### ORDER.

Upon the application of the Corporation of the Village of Port Stanley and upon reading the petition of the said Corporation, the Appointment issued by this Board on the 5th day of July, A.D. 1917, for hearing of the said application and the publication of such notice for three consecutive weeks, once in each week in the *St. Thomas Daily Times* and the *St. Thomas Journal* and upon hearing the evidence adduced and a copy of the said notice having been served on the Corporation of the Township of Yarmouth as appears by the admission of service thereof of W. C. Caughell, Esquire, Clerk of said Township, in presence of Counsel for the applicant, no one appearing to oppose the said application.

1. The Board orders that the section of the Township of Yarmouth described as follows:—

Commencing at the north-west corner of Park Lot A as shown on Plan 159 Port Stanley. Thence easterly along the northerly limit of said Park Lot A, which line is also the northerly limit of the Village of Port Stanley, six chains (6.00), thence northerly and parallel with the westerly limit of said Lot 2, eight chains and thirty-three and one-third links ( $8.33\frac{1}{3}$ ), thence westerly parallel with the said northerly limit of Park Lot A six (6) chains to the westerly limit of said Lot Two, thence southerly along the westerly limit of said Lot Two, which line is also the easterly limit of the Village of Port Stanley 8 chains  $33\frac{1}{3}$  links



(8.33 $\frac{1}{3}$ ) to the place of beginning, containing by admeasurement 5 acres be the same more or less and now forming part of Lot No. 2 in the First Concession of the Township of Yarmouth in the County of Elgin shall be annexed to the said Village of Port Stanley.

2. That the Township of Yarmouth shall collect and retain for their own use all taxes, rates and assessments for the year 1917 on the land so annexed.

3. And the Board further orders that this Order shall take effect on and from the first day of August, 1917.

(Seal)

(Sgd.) D. M. McINTYRE,  
*Chairman.*

PROCEDURE FILE 4381.

Application by Ehanan Bowman (trading as "The Bowman Telephone System") under Section 31 of "The Ontario Telephone Act," for authority to increase his charges for telephone service.

July 6th. Application filed.

Oct. 6th. Hearing, pursuant to appointment, 10.30 a.m. to 12.30 p.m., at Wildfang's Hall, Elmwood. Application granted subject to Line 10 being made metallic before Jan. 1st, 1918. New rates to come into force on Jan. 1st, 1918.

PROCEDURE FILE 4388.

Toronto

vs.

Toronto Railway Co.

(Application for immediate operation of car service.)

July 11th. Application filed.

July 11th. Eleven a.m. to 12.30 p.m., hearing. Service ordered.

July 11th. Order settled and issued.

July 11th. Four-thirty p.m. to 5 p.m. Hearing resumed and adjourned at request of Counsel till Friday, 13th inst., at 9.30 a.m.

July 13th. Hearing, pursuant to adjournment, 9.30 to 10 a.m. Settlement having been effected between Company and its striking employees, application withdrawn.

July 11th, 1917.

ORDER.

Upon the application of the Corporation of the City of Toronto, and upon hearing what was alleged by the applicants and by the respondents, and the evidence adduced,

And it appearing to the Board that the Respondents' railway is a street railway operated upon and along certain highways of the said City under an agreement with the applicants,

And it further appearing that on the 11th day of July, 1917, no car service has been furnished by the respondents in the said City of Toronto since 5.30 a.m.,

This Board doth order and direct, that the respondents, The Toronto Railway Company, do commence forthwith to operate its said railway in the said City of Toronto, and continue to operate an adequate service.

(Sgd.) D. M. McINTYRE,

*Chairman.*

(Seal)

PROCEDURE FILE 4391.

Lavant Dalhousie Telephone Co., Ltd.,

vs.

Hopetown Telephone Co., Ltd., under Section 26 (6) of "The Ontario Telephone Act."

Application for an Order withholding consent to the erection by the respondent of poles upon and along the same highway upon and along which the pole leads of the applicant are already erected.

July 14th. Application filed.

Aug. 3rd. Hearing pursuant to appointment. Board directs that in order to bring respondents' system in the area covered by this complaint to the same standard as that of the applicant, the respondent shall, on or before Nov. 1st, 1917, convert its present grounded circuit from Hopetown via Waters' Corners and the Duncan schoolhouse in the direction of McDonald's Corners into a metallic circuit and thereafter as the said line may be extended from time to time.

PROCEDURE FILE 4396.

Application by the City of Ottawa, under Section 12 (2) of "The Municipal Amendment Act, 1917," for approval of its proposed By-law to establish a Municipal Coal Yard (\$60,000).

July 19th. Application and certified copy of proposed By-law filed.

July 20th. Appointment for hearing.

July 25th. Objections filed by Ottawa coal dealers.

July 27th. Hearing, 10.30 a.m. to 12.30 p.m. Judgment reserved.

Aug. 8th. Judgment delivered. By-laws not approved.

Aug. 31st. Order.

OPINION OF THE BOARD.

These are applications by the Municipal Corporation of the City of Ottawa, under Section 399, Subsection 39 (a) of "The Municipal Act," as enacted by 7 Geo. V, Cap. 42, Section 12 (2), for approval of two several By-laws, which have each received two readings by Council, with the statutory majority of two-thirds. The one purports to authorize the issue of debentures of the Corporation to the amount of \$60,000, for providing the necessary plant and equipment for establishing a municipal coal yard, and the other an issue to the amount of \$100,000, to furnish working capital to carry on the business of buying and selling coal.



So far as appears by the City records this matter of establishing a municipal coal business was initiated by a motion adopted at a meeting of Council held on the 18th June in the following terms:

"That steps be taken as provided by the Act of last session of the Ontario Legislature for establishing a Municipal Fuel Yard, and that with the view of securing the requisite supply of coal to meet all demands His Worship the Mayor, Controller Hinchey and Alderman Pinard be authorized to proceed without delay to the coal mines of the United States for the purpose of ascertaining what quantity of coal can be secured and the price of same delivered in Ottawa."

This Committee presented its report to Council at a meeting held on 3rd July, 1917: The report was signed by all three members. The report states that the Committee had visited New York, Syracuse and Buffalo, that they had seen high officials of the big coal companies, and many independent coal operators. The report further states:

"It is almost impossible for any one to buy any large quantity at the present time. The big companies will not contract for any specific quantities or at any fixed prices. This condition is due to some extent to uncertainty as to what action may be taken by the United States Government in regard to the control of distribution of coal and also in regard to conscription of men in coal mines. It is more largely caused by shortage of coal that has existed at the mines."

The report proceeds to ascribe the shortage to two causes:

(1) Increased consumption and (2) increased demand in the last few months caused by a nervous condition of the coal consuming public throughout the continent; the report adds that figures shown to the members of the Committee indicate that the anthracite coal shipped up to the present time has been in excess of that of normal years, and that at the present time the members of the Committee were led to believe that anthracite coal was being mined in very large quantities.

As to the future the Committee had reached the conclusion, based, however, on the opinion of others, that unless something unforeseen intervenes the coal situation generally was not likely to get worse, and they inclined to think that prices would not advance beyond any increase that might be brought about by increased freight rates. The report continues in these words:

"The coal companies and the independent coal operators are naturally all concerned in looking after their regular customers. Many of them have already adopted a rule that they will not take any new customers, but will distribute what coal they get to those with whom they have been dealing. This makes it difficult for any new purchasers of coal, such as the City, to be sure they can get an adequate supply of coal. We have some reason to think that conditions may change in the next two weeks but we have no definite assurance of this. Unless conditions change, we are inclined to the view that it is not advisable to interfere with the ordinary channels of delivering coal to Ottawa.

"In conclusion, we think that the price of coal is not now the important consideration, the price at the mines is likely to be controlled by the United States Government. Any unreasonable action on the part of the local dealers can, we think, be controlled by the Canadian Government, either through the Controller of Fuel, or in some other manner. The real problem is to get coal delivered to Ottawa. Unless something new develops, we think that much stronger pressure can be brought by sticking to the old channels, and insisting, as a moral right, or if absolutely necessary, through the Government of the United States, that the coal companies which have been supplying Ottawa should continue to

supply this City. We think that we may be able to assist the local coal dealers in getting coal from the mines.

"We have not dealt with the difficulties of transportation. It may also be necessary for the Council of the City of Ottawa to do what it can to assist in getting delivery from the mines to Ottawa."

This report was received and adopted by Council at the meeting at which it was presented, the motion to receive and adopt being numbered Item 12 in the Minutes of the Council meeting.

Notwithstanding the adoption of this report recommending no action for the weighty reasons therein set forth, Item 13 of the Minutes of the same meeting, with an inconsistency that is inexplicable, records that it was moved, seconded and carried, "that the City Solicitor be and is hereby instructed to prepare a By-law under Section 12 of "The Municipal Amendment Act," R.S.O., 1917, providing for the borrowing of \$300,000 by the issue of debentures to pay for the establishment of a municipal fuel yard, and for the purchase of fuel." At a subsequent meeting of Council held on the 16th July, 1917, the two By-laws in question were read a first and second time, and directed to be submitted to the Board for approval. This is the genesis of these By-laws as recorded in the Minutes of the City Council.

As material to the issue the report of Acting Commissioner W. F. O'Connor, K.C., dated 29th May, 1917, relative to anthracite coal in its bearing on the cost of living was put in by those opposing approval of the By-laws. The report contains the following relative to Ottawa:

#### OTTAWA, ONT.

	1913	1914	1915	1916
Cost f.o.b. at mines.....	\$3.29	\$3.32	\$3.32	\$3.55
Freight.....	2.91	2.95	2.95	2.96
Receiving costs, overheads and fixed charges.....	1.25	1.40	1.51	1.62
Total.....	\$7.45	\$7.67	\$7.78	\$8.11
Selling prices.....	7.90	8.00	8.10	8.40
Profit.....	\$0.45	\$0.33	\$0.32	\$0.29

"I feel that I should mention here that during the past winter on the occasion of an extreme shortage, the coal dealers of Ottawa acted, to say the least, very fairly indeed by the public. They held their price at the maximum of \$9.00 per ton in ton lots, when they very easily could have taken advantage of conditions and demanded and received more."

"While conditions looked dark for a time in this City there was no actual famine owing largely to judicious handling and distribution of stocks by the dealers at critical times.

"The prices held firm at \$9.00 per ton throughout the winter, and \$9.50 in half lots. These prices were still being quoted in April and are quite reasonable. The coal costs about \$6.60 per ton f.o.b. Ottawa. Add \$1.62 for operating and delivery costs."

A letter from Mr. W. F. O'Connor to Mr. H. A. Harrington, dated 26th July, 1917, was also put in: it reads as follows:

"I beg to acknowledge receipt of your letter of the 24th inst., requesting certain figures in connection with anthracite coal consumption in view of the application from this City for authority to deal and engage in the coal business as a Municipality, and I herewith beg to supply the information requested from our records which I think you can rely on as being fairly accurate. The number



of tons required for consumption during a period covering months would amount to about 150,000 net tons, this covering all grades of hard coal. I am unable to state the quantities of each kind, however.

"The total received for the first three months of this coal year, i.e., April, May and June, are: Egg, 16,736 tons; Stove, 17,428 tons, and Chestnut, 12,116 tons, or a total of 46,280 tons.

"From the above you will note that this City so far has not done too badly, and that if a Municipal Coal Yard is requested for the reason that insufficient tonnage is being received by the local dealers to take care of the general wants, I think that the above figures will about eliminate that reason as you might say that nearly one-third of the total year's supply has already been received.

"Trusting that the above figures will cover what you require, I remain,

Section 399 (39) (a) would seem to vest in the Board a discretion to approve or not approve as in its judgment may seem proper, and does not oblige the Board formally to approve subject to such limitations, restrictions and conditions as it may see fit to impose. For the Board's guidance in the exercise of this discretion, however, the Legislature has not seen fit to lay down any criteria as is customary in cases where analogous powers are conferred on the Board. In view of this, as the Statute dispenses with the usual submission of these debenture By-laws to the ratepayers, it seems not unreasonable to base the judgment of the Board upon the probable attitude of the ratepayers towards the Council's venture in the light of the evidence submitted. Surely if upon such a submission the ratepayers were informed that the Committee appointed by Council, who had gone to the United States, the source of Canada's supply of anthracite coal, and informed themselves as to conditions and prospects there, had advised against the City's entering into the coal business; if it appeared that the conditions which occasioned the coal shortage of last winter, if operative with the same consequences next winter, are conditions over which the City Council of Ottawa have as little control as the coal dealers of Ottawa; if it were brought to their knowledge that the City Council had so little faith in their ability to carry on the intended business successfully that they purchased the City's entire supply of coal for next year, some 3,500 tons from private dealers; if it were made to appear on such impartial authority as the Acting Dominion Commissioner on the Cost of Living that the coal shortage of last winter was in no measure due to lack of ability or resources on the part of the local coal dealers, but to conditions prevailing generally throughout Central Canada and, looking to the future, that already one-third of the necessary season's coal supply of 150,000 tons for Ottawa had already been purchased and received by local dealers (being double the normal quantity delivered at this date); surely upon such a state of facts the prudent ratepayers of Ottawa would hesitate to sanction so radical a departure as that here proposed by the Council, and concluding that the risk of loss in a venture so conducted was too great, and the promise of gain too remote and conjectural, would vote not to incur so serious a financial liability until satisfied by conclusive evidence that the ordinary local agencies which for years had adequately met the City's wants had broken down, and that there was a real pressing need of resorting to corporate action to supply the deficiency, and that such corporate action promised success where the private agencies had failed.

Adopting such as the probable attitude of the body of ratepayers the Board, while desirous at all times to respect and further the conclusions of policy reached by Municipal Councils upon matters within their competence, feels constrained in this case on these grounds to withhold its approval to these By-laws.

There will be no costs to any of the parties appearing on the hearing, but the City of Ottawa will pay in stamps the Board's fee of \$10.00.

(Seal)

(Sgd.) D. M. McINTYRE,

Chairman.

Dated at Toronto, the 8th day of August, A.D. 1917.

August 8th, 1917.

ORDER.

Upon the application by the Municipal Corporation of the City of Ottawa, under Section 399, Subsection 39a of "The Municipal Act," as enacted by 7 Geo. V, Chap. 42, Section 12 (2), for approval of two several proposed By-laws, one of which purports to authorize an issue of debentures of the said Corporation to the amount of \$60,000, to provide the necessary plant and equipment for establishing a municipal coal yard, and the other to authorize an issue of debentures of the Corporation to the amount of \$100,000 to furnish working capital to carry on the business of buying and selling coal;

Upon hearing read the said proposed By-laws, certified copies of the Minutes and proceedings of the Council of the said Corporation, having to do with the matter of this application, and the other documents, petitions and written material filed by those opposing the said application, and upon hearing what was alleged by Counsel as well for the said Corporation as for the coal merchants doing business in the City of Ottawa, and consideration of the said application having been reserved until this day:

1. The Board doth hereby refuse to approve of the said proposed By-laws.
2. The applicant corporation shall pay to the Board the sum of ten (\$10.00) dollars in law stamps, as fees upon the said hearing, and the Board doth not see fit to make any other order as to costs.

(Seal)

(Sgd.) D. M. McINTYRE,

Chairman.

PROCEDURE FILE 4397.

Application by the City of Ottawa, under Section 12 (2) of "The Municipal Amendment Act, 1917," for approval of its proposed By-law to provide for the purchase of coal (\$100,000).

(See P. F. 4396.)

PROCEDURE FILE 4421.

In the matter of the petition of William Northwood, *et al*, under Section 9 of "The Local Improvement Act" (R.S.O., Chap. 193) as amended, against the construction of an asphalt macadam surface on Chapel Street, between Laurier Avenue and Osgoode Street, in the City of Ottawa.

Aug. 4th. Petition filed.

Sept. 28th. Hearing, pursuant to appointment, 10.30 a.m., 11 to 11.30 a.m. View 11.30 to 12md. Judgment reserved.

Oct. 1st. Judgment delivered dismissing petition.

Oct. 16th. Order, dated 1st inst., issued.



## OPINION OF THE BOARD.

This is an appeal by William Northwood and others, under Section 9 of "The Local Improvement Act," against the construction of an asphalt macadam surface as a local improvement on Chapel Street, between Laurier Avenue and Osgoode Street, in the City of Ottawa.

It appeared in evidence that the pavement now sought to be resurfaced was laid in the year 1906 upon the Local Improvement plan, and the debentures issued were extended over ten years. The original construction was tar macadam. Admittedly the original pavement was not satisfactory, and since it has been laid, very considerable annual expenditures have been made in repairs, which were met under the law out of the general revenues of the City. The debentures issued for the pavement have all been retired. The engineer of the City reports that 50 per cent. of the surface has gone, and under these circumstances it is a rule in street engineering that the roadway should be resurfaced and not patched or repaired from time to time. It appears that the substructure is in good condition, and will afford a satisfactory base for the resurfacing proposed.

The Board has had a view of the pavement in its present condition, and as a consequence of that view, and in the light of the evidence submitted, and the engineering opinion expressed, the Board is of opinion that it is not a case in which its jurisdiction should be exercised to arrest the improvement. The local authorities having reached the conclusion that the resurfacing should be done, the Board adopts that conclusion, and will dismiss the petition.

There will be a fee in law stamps of \$10.00, to be paid by the petitioners on the order when taken out by the City.

(Seal)

(Sgd.) D. M. McINTYRE,  
*Chairman.*

Dated at Toronto the first day of October, 1917.

October 1st, 1917.

## ORDER.

The petition by William Northwood and others, under Section 9 of "The Local Improvement Act," against the construction of an asphalt macadam surface as a local improvement on Chapel Street, between Laurier Avenue and Osgoode Street in the City of Ottawa, having come on to be heard before a special meeting of this Board held at the City of Ottawa on the 28th day of September, 1917, upon hearing what was alleged as well on behalf of the said petitioners as on behalf of the Corporation of the City of Ottawa, upon hearing the evidence submitted by the said Corporation in support of the said work, and the Board having inspected the pavement which it is proposed should be re-surfaced, and the matter having stood over for the decision of the Board until this day:

1. The Board doth hereby order and direct that the said petition should be, and the same is hereby, dismissed.

2. The Board doth further order and direct that the costs of the said hearing which are hereby fixed at the sum of \$10.00, be paid in law stamps by the petitioners, and in case the Corporation of the City of Ottawa should pay the same, that it shall be entitled to recover the amount of such payment from the petitioners, and save as aforesaid, the Board doth not make any order as to costs.

(Seal)

(Sgd.) D. M. McINTYRE,  
*Chairman.*

## PROCEDURE FILE 4423.

Application by the City of Brantford, under Section 12 (2) of "The Municipal Amendment Act, 1917," for approval of its proposed By-law No. 1419, to provide for the purchase of food and fuel (amount not to exceed \$50,000).

Aug. 9th. Application filed.

Aug. 23rd. Objections filed by local coal merchants (of Brantford).

Aug. 24th. Hearing, pursuant to appointment, 10.30 to 11.45 a.m., at Board's Chambers. Board directs that a question be submitted to the ratepayers qualified to vote on money by-laws, whether they are favorable to the Council entering upon the business of supplying fuel and foods (to be designated by this Board) and issuing debentures to an amount not exceeding \$50,000. If the submission is favorable the Board will approve the By-law.

## PROCEDURE FILE 4427.

Application by The Roxborough Independent Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to increase the annual charges for Rural Party Line Service from \$10.00 to \$13.00.

Aug. 11th. Application filed.

Oct. 18th. Hearing, pursuant to appointment, 10.30 a.m. to 1 p.m., at Town Hall, Maxville. Judgment reserved.

Nov. 8th. Order.

Nov. 8th, 1917.

## ORDER.

Upon the application of the above named Applicant, on hearing the evidence adduced on behalf of the Applicant and upon reading the Applicant's profit and loss account, statements of assets and liabilities, receipts and disbursements and other documents filed.

The Board orders, subject to the several conditions prescribed in this Order, that leave be granted to the Applicant to charge the undermentioned tariff charge for telephone service.

For Rural Party Line Service .....\$13.00 per annum.

And the Board further orders:

1. That the number of subscriber's stations operated upon one and the same party line circuit shall not, without the consent of this Board, exceed fifteen.

2. That for the purpose of providing a fund to meet the cost of the renewal of its plant and equipment, the Applicant shall, on December 31st, 1917, and each year thereafter, set aside out of its earnings a sum equal to not less than five per cent. of the total value of the plant and equipment used in the Applicant's business on December 31st in each such year. The fund so provided shall be applied exclusively to the cost of renewing such portion of the said plant and equipment as may from time to time be rendered necessary by depreciation or obsolescence, and after deducting therefrom such amounts as may have been so expended in any one year, the residual amount shall be placed on deposit in a chartered bank at interest, or may, with the approval of the Board, be expended in new constructions or extensions or addition to the property of the Applicant, or with the like approval may be invested in interest bearing securities; and all interest accruing from any



portion of the said fund so deposited or invested and such portion of the earnings fixed by the Board as attributable to the moneys so expended in new construction, extensions or additions, shall, from time to time, be carried to the credit of the said fund.

3. That the Applicant shall, on or before the fifteenth day of January in each year, furnish the Board with a report setting forth: (a) The total amount standing at the credit of the fund referred to in Clause 4 hereof on the 31st day of December in the preceding year, (b) the amount of such fund which has been expended in new constructions or extensions or additions to the property of the Applicant, (c) the amount of such fund which has been invested in interest bearing securities, (d) a certified statement from the bank in which said fund is deposited showing the amount standing at the credit of such fund on the last named date.

4. That the Applicant shall keep in such form as the Board may approve separate records of all expenditures upon the construction, operation, maintenance and renewal of its plant and equipment, and shall furnish such information in regard thereto as the Board may deem necessary in order to satisfy the Board that the provisions of the two next preceding clauses are being carried out.

5. The increased tariff charges herein authorized by this Board shall be subject to the terms of any contracts which may exist between the subscribers of the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

And the Board makes no order for costs, save and except that the Applicant shall pay \$10.00 for the law stamps required for this Order.

(Seal.)

(Sgd.) D. M. McINTYRE,  
Chairman.

PROCEDURE FILE 4428.

Application by The Manitoulin Island Rural Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to increase the annual charge for Rural Party Line Service from \$6.00 to \$8.00.

Aug. 11th. Application filed.

Oct. 23rd. Hearing, pursuant to appointment, 11 a.m. to 1.15 p.m., Council Chamber, Little Current. Judgment reserved.

Nov. 8th. Order.

Nov. 8th, 1917.

ORDER.

Upon the application of the above named Applicant, on hearing the evidence adduced on behalf of the Applicant and upon reading the Applicant's profit and loss account, statements of assets and liabilities, receipts and disbursements and other documents filed,

The Board orders, subject to the several conditions prescribed in this Order, that leave be granted to the Applicant to charge the undermentioned tariff charge for telephone service.

For Rural Party Line Service .....\$8.00 per annum.

And the Board further orders:

1. That the number of subscriber's stations operated upon one and the same party line circuit shall not, without consent of this Board, exceed fifteen.

2. That for the purpose of providing a fund to meet the cost of the renewal of its plant and equipment, the Applicant shall, on December 31st, 1917, and each year thereafter, set aside out of its earnings a sum equal to not less than five per cent. of the total value of the plant and equipment used in the Applicant's business on December 31st in each such year. The fund so provided shall be applied exclusively to the cost of renewing such portion of the said plant and equipment as may from time to time be rendered necessary by depreciation or obsolescence, and after deducting therefrom such amounts as may have been so expended in any one year, the residual amount shall be placed on deposit in a chartered bank at interest, or may, with the approval of the Board, be expended in new construction or extensions or additions to the property of the Applicant, or with the like approval may be invested in interest bearing securities; and all interest accruing from any portion of the said fund so deposited or invested, and such portion of the earnings fixed by the Board as attributable to the moneys so expended in new construction, extensions or additions, shall, from time to time, be carried to the credit of the said fund.

3. That the Applicant shall, on or before the fifteenth day of January in each year, furnish the Board with a report setting forth: (a) The total amount standing at the credit of the fund referred to in Clause 4 hereof on the 31st day of December in the preceding year, (b) the amount of such fund which has been expended in new constructions or extensions or additions to the property of the Applicant, (c) the amount of such fund which has been invested in interest bearing securities, (d) a certified statement from the bank in which said fund is deposited showing the amount standing at the credit of such fund on the last named date.

4. That the Applicant shall keep in such form as the Board may approve separate records of all expenditures upon the construction, operation, maintenance and renewal of its plant and equipment, and shall furnish such information in regard thereto as the Board may deem necessary in order to satisfy the Board that the provisions of the two next preceding clauses are being carried out.

5. The increased tariff charges herein authorized by this Board shall be subject to the terms of any contracts which may exist between the subscribers of the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

And the Board makes no order for costs, save and except that the Applicant shall pay \$10.00 for the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman*

PROCEDURE FILE 4440.

Application by the City of London, under Section 12 (2) of "The Municipal Amendment Act, 1917," for approval of its proposed By-law providing for the issue of debentures to the amount of \$25,000, for buying and storing fuel (coal).

Aug. 18th. Application filed.

Sept. 6th. Former By-law having been repealed, new proposed By-law submitted for approval.

Sept. 22nd. Objection filed by Canadian Retail Coal Association.

Oct. 9th. Hearing, pursuant to appointment, 11 to 11.30 a.m., at Board's Chambers. Application granted. Order to contain usual conditions and all sales to be for cash.

Oct. 9th. Order.



October 9th, 1917.

## ORDER.

Upon the application of the said Corporation, and the Board having this day, after due notice by public advertisement, held a sitting at its Chambers in the Legislative Buildings, Toronto, to hear the said Applicant and all parties interested in or opposing the said Application, upon hearing what was alleged for the Applicant, no one appearing in opposition to the said application although duly notified in that behalf, and upon reading the proposed By-law No. , intituled, "By-law Number . To authorize the issue of \$25,000 debentures for buying and storing fuel (coal) and for selling the same to dealers and residents of the Municipality of the City of London," and upon reading the Statutory Declaration of Samuel Baker, City Clerk of London, filed,

The Board orders, under and in pursuance of Subsection 2 of Section 12 of "The Municipal Amendment Act, 1917," that the said proposed By-law be and the same is hereby approved.

And the Board orders that all sales of fuel shall be upon a strictly cash basis, and that the Treasurer of the Corporation of the City of London shall keep separate and detailed accounts and returns of the amount of the debt incurred, the quantities of fuel purchased and the details of the gross cost thereof, the quantities of fuel sold and the price at which such was sold, the stock of fuel on hand and the invoice prices thereof, and such further details and particulars as may be ordered by the Board from time to time, and that the said Treasurer shall quarterly file the same with the Ontario Municipal Bureau at the City of Toronto.

(Sgd.) D. M. McINTYRE,

*Chairman.*

(Seal.)

## PROCEDURE FILE 4446.

In the matter of the appeal of The Essex Border Utilities Commission, under 6 Geo. V, (Ontario), Chap. 98, Section 16, as amended by 7 Geo. V, (Ontario), Chap. 69, from the report of Morris Knowles, an engineer employed by the Commission apportioning the cost among the Municipalities of the City of Windsor, the Towns of Walkerville, Sandwich, Ford City and Ojibway, and the Township of Sandwich West, of the Sewerage Disposal Plant constructed under the above Act.

Aug. 21st. Notice of appeal filed.

Sept. 10th. Appeal against Engineer's Report filed by Township of Sandwich West.

Oct. 30th. Hearing, pursuant to appointment, 11 a.m. 11.45 a.m. to 1.20 p.m., 2.30 to 5.30 p.m., Council Chamber, City Hall, Windsor. Judgment and action reserved one month pending negotiations.

Nov. 30th. Matter allowed to stand, at request of Council, to see whether settlement contemplated by the different municipalities can be carried out.

## PROCEDURE FILE 4449.

S. J. Dempsey,

vs.

Town of Cochrane.

(Assessment Appeal—\$18,200.)

Aug. 25th. Notice of appeal filed.

Oct. 3rd. Hearing, pursuant to appointment, 7.30 p.m., Town Hall, Cochrane. Adjourned at request of both parties to 10 a.m., October 4th, for view of property by Board.

Oct. 4th. View of property, 10 a.m. to 11 a.m. Hearing continued, pursuant to appointment and adjournment, 11 a.m. to 1.45 p.m. Judgment reserved.

Oct. 26th. Judgment delivered.

Nov. 6th. Order dated Oct. 26th, issued.

#### OPINION OF THE BOARD.

This is an appeal by Mr. S. J. Dempsey from a decision of the learned District Judge of the District of Nipissing, fixing the assessment for the year 1917 of certain lands of the Appellant in the Town of Cochrane. The lands in question now within the Town of Cochrane, and known locally as the Western Annex, contain about 100 acres, and comprise a part of Lots Numbers 23 and 24, in the First Concession of the Township of Glackmeyer, and were subdivided by the Temiskaming and Northern Ontario Railway Commission into town lots. The lands were entered upon the Assessment Roll for the year 1917 under their designation as town lots, and were assessed at \$33,190; upon appeal to the District Judge the assessment was reduced to \$18,225.

The subdivision comprising the Western Annex contains 622 town lots, of which 497 were sold to the Appellant, whose assessment is in question on this appeal; the remainder, some 125 lots, were sold to various other purchasers. It appears that in the year 1912 the lots in this subdivision were placed on the market by the Commission at prices ranging from \$50.00 to \$200.00 each, and some were sold on terms of 10 per cent. of the purchase money down, and the balance in thirty days, with 6 per cent. interest until paid. After the destructive fire of the 29th July, 1916, the Commission decided to dispose of all its unsold lots by tender, and after advertisement in the local newspapers for some months the tender of the Appellant was accepted. The selling price was \$5,025, on terms of payment down of 10 per cent., and the balance in eighteen yearly instalments with interest at 6 per cent. per annum. One of the conditions of the sale as set out in the public advertisement is that the purchaser should clear up the land. Mr. Bauldry, the Railway Commission's inspector of town sites, and a gentleman of large experience in Northern Ontario, testified that \$40 per acre is a fair estimate of the cost of clearing the Appellant's land; the above condition of sale, therefore, implies the assumption by the Appellant of an obligation of \$4,000 to clear his hundred acre purchase.

The land at the time of the purchase, on the 25th October, 1916, was in a state of nature, except that the trees had been cut or burned off. There were no streets opened up, no walks, sewers, water or light, and that is the condition to-day except for the work of clearing on some 40 acres which the Appellant has done since his purchase.

Evidence was submitted of the value of a number of specified lots in the subdivision as indicated by their selling price. For instance, Lots 139 and 143 sold for \$100 each before the fire. Lots 580, 581, 582 and 583 sold this year for \$800, but these lots were cleared, fenced and seeded.

Again evidence was given of the assessment for the year 1917 of a number of lots in the subdivision held by other persons, either singly or in small parcels:



For instance—Lot 546 assessed at \$100  
Lot 544 assessed at \$175  
Lots 547 to 551 assessed at \$100 each  
Lot 554 assessed at \$200  
Lots 555 to 557 assessed at \$125 each  
Lot 542 assessed at \$100  
Lot 543 assessed at \$100

In respect of the assessment of these lots no complaint had been made by the owners, and the inference was sought to be drawn that the owners had no just ground of complaint, and that, therefore, the Appellant, similarly situated and similarly assessed in respect of his lands, had no just ground of complaint.

It seems to the Board that notwithstanding this evidence, and these assumed inferences, the Appellant has just cause of complaint. The observation of the Board on the ground has confirmed its conclusions from the testimony of witnesses, that the demand for building lots for immediate use is negligible. Large areas near the centre of the town abutting upon sidewalks and opened roads are vacant, and building operations in the town are practically at a standstill. There is little, if any, demand for town lots in the area owned by the Appellant. Examples may be given of single lots or lots in parcels of three or four being sold or assessed as above without furnishing just grounds for concluding that the Appellant's large holding of town lots should be valued and assessed according to the same scale. No better standard is furnished for determining the "actual value" (which is the standard set by the Statute) of assessable property than the price it brings when offered for sale in the open market. Now scarcely twelve months ago the Appellant's property was purchased by him for \$5,025, and upon extremely easy terms. True, the learned District Judge declines to accept this price as affording a clue to the actual value, alleging in support of his conclusion that "the property was sold en bloc by tender, and according to the evidence the conditions were such as had the effect of keeping back rather than inviting tenders." The conditions which, in his opinion, inhibited free offerings for this property are not specified by the Judge, but it seems to the Board fair to conclude that the branch of the Commission having in charge the sale of town site lots would, with its wide range of experience, scarcely select a mode of disposal which would frustrate its main object of getting the best possible price.

As to the charge that the sale was en bloc Mr. Bauldry, the Town Site Inspector of the Commission, who was concerned more or less with the conduct of the sale, testified that when the Appellant bought this tract offers were received and accepted from other persons for single lots, and that single lots within the tract might have been tendered for and bought.

The Board is of the opinion that in view of the wholesale way in which the Appellant acquired these lands, their geographical relation to the Town of Cochran, the present stage of its development, the uncertainty as to the precise lines of its future growth, the absence of those well founded standards of value which exist in old established communities, the method of assessing by individual town lots this tract of approximately one hundred acres is erroneous, and leads to substantial injustice. The provisions of Section 20, paragraph "F," of the "Assessment Act," seems specially designed to meet the facts of this case; it reads as follows:

"(f) Where a block of vacant land subdivided into lots is owned by the same person it may be entered on the roll as so many acres of the original block or lot if the numbers and description of the lots into which it is subdivided are also entered on the roll, and the provisions of Section 133 shall apply. 3-4 Geo. V, c. 46, s. 6 (2)."

This mode of assessing a large block of vacant land dispenses with the duty of determining in detail the value of a great number and variety of individual lots, which as attempted in this case seems to the Board to be highly artificial and arbitrary. Bearing in mind the fact that this block sold for \$5,025 in October, 1916, the Board adopts that as a starting point in fixing its actual value for assessment purposes. Nothing in the history of the town since the purchase leads the Board to believe that it has appreciated in value in the interval. The Appellant has, in pursuance of his obligation to clear the land, expended some money on it, and now states that he is willing to sell his entire holding for \$10,000. It seems to the Board that there is no injustice to the town in adopting this figure as the value for assessment purposes of a tract which, in its present condition, barring the work of clearing done by the Appellant, sold in open market twelve months ago for \$5,025.

The Board will order that the Appellant's lands be assessed as parts of Lots 23 and 24, in the First Concession of the Township of Glackmeyer, at the sum of \$10,000, the numbers and description of the lots into which they are subdivided being also entered on the Roll as provided by Section 20, paragraph (f) of "The Assessment Act."

There will be no costs to either party, and no fee in law stamps on the Order.

(Seal.)

(Sgd.) D. M. McINTYRE,  
Chairman.

Dated at Toronto, the 26th Day of October, A.D. 1917.

*Post Script:* Since writing the above a recent number of the *Northland Post*, a newspaper published in the Town of Cochrane, has reached the files in the Parliamentary Library. It contains a report of sales of lands for taxes lately held there. Only two of the lots sold were situate within the Western Annex: Lot 70, which sold for \$13.96, while the north 30 feet of Lot 567 sold for \$15.56. Of the lots sold three brought \$194.19, \$241.70 and \$232.37, respectively, while four sold for \$127.06, \$102.20, \$94.63 and \$91.02, respectively. The remainder scaled down from \$83.94 to as low as \$13.96 each, six selling at prices under \$20 each, and eleven selling at prices between \$20 and \$30 each. All the lots sold except two are in the older survey of the town, and presumably more advantageously situated than the lots comprised in the Western Annex. The prices obtained in open market for these lots, while not admissible as evidence, go far to confirm the conclusion of the Board as to the value of the Appellant's land.

October 20th, 1917.

#### ORDER.

This appeal having come before the Board for hearing on Wednesday, the third day of October, 1917, in pursuance of appointment for hearing issued by the Board, in the presence of the Appellant and Respondent, and upon hearing the evidence adduced on behalf of the said parties, and upon hearing what was alleged by the Appellant and the Respondent herein, and judgment having been reserved until this day,

The Board orders, that the assessment of the Appellant's property in question herein be and the same is reduced to the sum of \$10,000, and that the Respondent's Assessment Roll be amended accordingly.



And the Board further orders that, in pursuance of Clause (f) of Section 22 of "The Assessment Act," the Appellant's lands shall be assessed as parts of Lots 23 and 24 in the First Concession of the Township of Glackmeyer, at the sum of \$10,000 as aforesaid, and that the numbers and description of the lots into which the said lands are subdivided shall also be entered on the said Roll.

And the Board makes no order as to costs, and directs that no fee for law stamps be payable on this Order.

(Seal.)

(Sgd.) D. M. McINTYRE,  
Chairman.

PROCEDURE FILE 4460. (P. 292.)

(See P.F. 3481, P. 243; P.F. 4121, P. 291, and P.F. 4307.)

The Toronto and Hamilton Highway Commission,

vs.

The Town of Mimico, Township of Etobicoke, County of York and The Toronto and York Radial Railway Co.

(Application for removal of certain portions of the tracks of the Railway Company within the above Corporations, (from boundary of New Toronto and Mimico to Humber River) and for apportionment of cost thereof.)

Aug. 31st. Application and blue print filed and referred to Board's Engineer.

Sept. 6th. Reply filed by Township of Etobicoke.

Oct. 1st. Hearing, pursuant to appointment and adjournment, 10.30 to 10.40 a.m., at Board's Chambers. Adjourned, at request of Counsel to October 26th, at 10.30 a.m., at Board's Chambers.

Oct. 24th. Hearing (October 26th) adjourned *sine die*; two days' notice to be given when new appointment made.

(For Engineer's Report, etc., see P.F. 3481.)

PROCEDURE FILE 4464. (See P.F. 4446.)

In the matter of appeal by the City of Windsor, under Chap. 98, Ontario Statutes, 1916, as amended by Chap. 69, Ontario Statutes, 1917, against report of Morris Knowles, Engineer, of Essex Border Utilities Commission.

Aug. 27th. Appeal notice filed.

Sept. 26th. Hearing, pursuant to appointment, 2.30 to 3.30 p.m., at Board's Chambers, to hear argument in question of validity of Engineer's 2nd Report. At conclusion of argument judgment delivered (v.v.) refusing to give effect to City of Windsor's contention as to second report and holding same well filed.

Oct. 30th. Hearing continued, pursuant to adjournment, 11 a.m. to 1.20 p.m. and 2.30 to 5.30 p.m., Council Chamber, City Hall, Windsor. Judgment and action reserved one month pending negotiations. (See reporter's notes.)

Nov. 30th. Matter allowed to stand, at request of Counsel, pending completion of settlement contemplated by the different municipalities.

## PROCEDURE FILE 4469.

Application by The Beeton Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to charge subscribers a toll of ten cents for each conversation to points upon its system beyond the exchange upon which the calling subscribers line is terminated.

Sept. 7th. Application, etc., filed.

Nov. 16th. Hearing, pursuant to appointment, 11.30 a.m., Town Hall, Beeton. Judgment deferred.

## PROCEDURE FILE 4471. (See P.F. 1566.)

In the matter of the application of The Toronto Suburban Railway Company, under Section 87 of "The Ontario Railway Act," for authority to take part of the property of H. R. Bessey, (N.E.  $\frac{1}{2}$  Lot 19, Con. VII), in the Township of Esquesing, County of Halton, to improve highway crossing at Lot 19, Cons. VII and VIII.

Sept. 11th. Application (plan attached) filed.

Sept. 26th. Reply filed.

Sept. 29th. Hearing, 11 to 11.30 a.m. Application granted.

## PROCEDURE FILE 4472. (See P.F. 1572.)

In the matter of the application of The Toronto Suburban Railway Company, under Section 87 of "The Ontario Railway Act," for authority to take part of the property of A. Young (N.E.  $\frac{1}{2}$  of Lot No. 31, Con. VI), in the Township of Nassagawaya, County of Halton, to improve highway crossing at Lot 19, Cons. VI and VII.

Sept. 11th. Application (with plan attached) filed.

Sept. 27th. Hearing, 11 to 11.30 a.m. Application granted.

## PROCEDURE FILE 4473.

In the matter of the application of The Toronto Suburban Railway Company, under Section 87 of "The Ontario Railway Act," for authority to take part of the property of W. A. Murray (S.W.  $\frac{1}{2}$  of Lot No. 31, Con. VII), in the Township of Nassagawaya, County of Halton, to improve highway crossing at Lot 19, Cons. VI and VII.

Sept. 11th. Application (with plan attached) filed.

Sept. 27th. Hearing, 11 to 11.30 a.m. Application granted.

## PROCEDURE FILE 4476.

Goderich Rural Telephone Co., Ltd.,

vs.

North Huron Telephone Co., Ltd.

(Application under Section 33 of "The Ontario Telephone Act," for an order prescribing the terms for interchange of telephone service.)

Sept. 12th. Application filed.



Sept. 21st. Hearing, pursuant to appointment, 10 a.m. to 12 m., at Court House, Goderich. Judgment reserved to permit parties to confer with each other and with The Bell Telephone Company and submit agreement embodying amended terms for interchange agreeable to each company.

PROCEDURE FILE 4478.

In the matter of the petition of J. A. L. Macpherson and others, for protection of crossing of Toronto Suburban Railway at Canning Ave., in the Village of Islington, and also of other crossings of the Railway in the Township of Etobicoke.

Sept. 13th. Petition filed.

Sept. 20th. Engineer's Report on inspection filed.

Sept. 20th. Order.

Oct. 26th. Engineer's Report filed.

Oct. 26th. Order.

September 19th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I went last Wednesday morning, in company with Mr. Ingram of your Board and Mr. Hazen, chief engineer of the Toronto Suburban Railway, to examine the level crossing of that railway with the public roads indicated below, and have to report as follows:

(1) *The Level Crossing on Dundas Street on the Hill above Lambton.*

The right-of-way of the Toronto Suburban Railway parallels the C.P.R. for a considerable distance on each side of the road, consequently the two railway crossings are close together. The schedule speed of the electric cars as given by Mr. Hazen is fifteen miles per hour at this point. There is a sign-board placed at the crossing marked "Railway Crossing" and persons driving along the street can see a considerable distance on all sides except the south-west, where the railway curves to the south. About 100 feet from this corner is a brick house and on the side next the road there is a small orchard which obstructs the view somewhat, so that persons going north cannot see the cars coming east till they are within 150 feet, more or less, of the crossing. It might be well, as the track is practically level here, to have the eastbound car slow down to five miles per hour till they have passed the crossing, and I would strongly advise that a red light should be hung over the centre of the road as a warning to vehicles after dark. This light would be more effective if it were hung so it can be seen by the railway motormen as well to caution them to slow down their speed.

(2) *Canning Avenue Crossing, Islington, Called Stop No. 8. P.F. 4478.*

This crossing is certainly dangerous as it is only possible to see the cars from one side. The railway runs next the schoolhouse property on the west side of Canning Avenue, and a high fence and bushes hide the line completely from the road for vehicles going north. On the east side of the road the view is again obstructed by a house, so that any person going north could not see till he is right over the crossing. Persons going south have a clear view on the north-east side

of the road, but that on the west is completely blocked by a high board fence. In consideration of the danger to vehicles here and the number using the road, an order should be issued to compel all cars to come to a positive stop at Stop Number 8, and all westbound cars shall be under absolute control while passing the crossing, and a red light should be suspended at night in such a manner that it can be clearly seen by all persons using the road and all motormen on the railway.

(3) *The Level Crossing on Dundas Street at Islington Called Stop No. 9.*

This crossing is about a quarter of a mile from Canning Avenue and being on the main road there is a considerable vehicular traffic here. Persons going west cannot see the railway on the north-east side and have only a limited view on the south-east side. Those going east can see the track fairly well from the north-west side of the road as it curves round till it becomes parallel with Dundas Street, but the view on the south-west is shut off by a house. There is a station shelter here where the cars stop if required on the north-west side of the road. I think all cars should be ordered to come to a positive stop at stop number 9, and all westbound cars shall be under absolute control while crossing the street, and a red light hung in such a manner so that it can be seen by both vehicles and cars at night.

(4) *The Level Crossing on the Centre Road at Stop 37 Near the Hickey Farm.*

Persons going north on the road have a clear view on each side for at least five hundred feet. Those going south, however, cannot see the line on the north-east corner on account of the high bank with an orchard on the top. There is a down grade of about 4 per cent. on the road here which adds to this danger. This bank should be cut away and the trees removed from a point at or near the telegraph pole about 100 feet north of the crossing. Mr. Hazen has promised to take cross-sections of this bank right through the orchard to ascertain accurately how much should be taken out to get a good view of the railway, and will submit them to your Board for approval. The line can be seen better from the north-west side of the road, and I do not think it will be necessary to cut anything away there. There is a station shelter here on the west side of the road where the cars stop if required.

(5) *Dixie Crossing at Stop 25.*

Persons using this road in either direction can see the railway from the north-east and south-east side. On the south-west side there is a new brick house standing about fifty feet back from the railway and about twenty-five feet from the road, and the Company's station shelter is on this corner also. Before reaching the house a view of the line can be had for about three hundred feet. Persons coming south along the road cannot see the railway on the north-west corner on account of the Catholic Church and a long wooden shed and fence which obstruct the view to within eighty feet of the crossing, when the line can be clearly seen for three or four hundred feet. The road here is level all through and also the railway. I would hardly call this crossing a dangerous one as level crossings go, and as long as such crossings are permitted there will always be a risk, consequently care should not only be exercised by the railway company, but by those using the road to avoid accident. From my own observations at various times I am of opinion that people driving along a road are very careless in this respect. The other morning we noticed a number of wagons and motor cars using this and the crossings at



Islington and it would appear that not one of the drivers even took the trouble to look in either direction, but went straight on as though there was nothing there. If such carelessness and indifference exists accidents are certain to happen no matter what precautions are taken either by your Board or the railway company, and nothing but gates will make such people stop. If your Board think something should be done at this crossing then all it could do would be to reduce the speed of the car. There are signboards up at all crossings.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

September 20th, 1917.

ORDER.

Upon consideration of the said petition, and the Board having inspected the hereinafter mentioned highway crossings on the said Company's line of railway, and having instructed its engineer to inspect and report on the said crossings, and the said engineer having completed his inspection and filed his report this day with the Board, which report bears date September 19th, 1917, and upon consideration of the said report,

The Board orders, with respect to the level crossing on Dundas Street, on the hill above Lambton,

That every east bound car of the said Company shall slow down to a speed of not more than five miles per hour until such car has passed the crossing, and that a red light shall be hung by the Company over the centre of the highway as a warning to vehicles after dark, which light shall be so hung that it can be seen by the motormen of all east bound cars in order to warn them to slow down their speed as above directed.

And the Board orders, with respect to the Canning Avenue crossing, at Islington, now known as Stop No. 8 on the said Company's line.

That every car operated by the said Company shall come to a dead stop at said Stop No. 8, and that every west-bound car shall be under absolute and complete control while crossing the highway, and that a red light shall be suspended at night by the Company in such a manner that it can be seen by persons using the highway and by all motormen on the railway.

And the Board orders, with respect to the level crossing on Dundas Street, at Islington, now known as Stop No. 9,

That every car shall come to a positive dead stop at said Stop No. 9, and that every car shall also be under absolute and complete control while crossing the highway, and further that a red light be hung by the Company in such a manner as to be plainly visible to all persons using the highway and to all motormen operating the said Company's cars at this point.

And the Board orders, with respect to the level crossing on the Centre Road, now known at Stop No. 37, near the Hickey Farm,

That the bank at or near the north-east corner of the highway and railway right-of-way shall be cut away and the trees removed from a point at or near the telegraph pole now standing about 100 feet north of the crossing, such cutting away of the said bank and removal of trees to be carried out to the satisfaction of the Board's Engineer, and further that the Company shall file with the Board cross-sections of the said bank for approval before commencing the said work.

And the Board further orders, with respect to the Dixie Crossing, at Stop now known as No. 25,

That the speed of every car shall be reduced crossing the highway at this point, and every car shall, when crossing the said highway be under control.

And the Board makes no order as to costs except that the said Company shall pay the sum of \$5.00 for law stamps on this Order and the sum of \$35.00, the amount of the Board's Engineer's account herein.

(Seal.)

(Sgd.) A. B. INGRAM,  
Vice-Chairman.

October 25th, 1917.

*The Chairman, The Ontario Railway and Municipal Board.*

SIR,—I am in receipt of Plan No. 19406, prepared by the Toronto Suburban Railway Company, showing the level crossing of their line with the Centre Road at Stop 37, near Hickey's Farm. This plan shows the contours of the ground on the north-east side of the road through Hickey's orchard, also of the road north of the crossing for a distance of 140 feet. On the left of the plan are given four profiles of the ground through the orchard, showing the view the motorman of a car going west would have of a vehicle on the road when he is 240 feet east of the crossing, and when the vehicle is 140, 120, 100 and 80 feet north of it. These sections, which were asked for in my previous report to your Board on September 15th last, show that there might be a clear view over the bank at these points if it were not for two fences and the orchard trees and bushes along the fence. To cut down the bank and remove the trees, bushes and fences would mean a considerable outlay on behalf of the Company, so that to my mind the best way out of the difficulty will be to order all cars going in either direction to come to a dead stop at the station shed. In addition to this, the order should clearly state that all cars going west shall be under absolute control when they are within fifty feet of the east side of the road, that is, that although they will come to a dead stop at the shed on the west side of the road yet they shall be under such absolute control before reaching the east side of the road that in the event of a vehicle approaching the crossing without seeing the car the motorman will be able to stop anywhere on the crossing if necessary to avoid a collision.

Yours truly,

(Sgd.) H. W. MIDDLEMIST.

October 26th, 1917.

#### ORDER.

The Board having by its Order herein, bearing date the 20th day of September, 1917, provided for the protection of the highway crossing at Stop No. 37, near the Hickey Farm, and the Board's Engineer having made a further inspection of this highway crossing and having filed his report dated October 25th, 1917, on such inspection, and the Board having considered the recommendations contained in such report,

The Board orders that the paragraph of its said Order of 20th September, 1917, dealing with the protection of the highway crossing at Stop No. 37, near the Hickey Farm, be and the same is hereby rescinded.



And the Board orders that every car going in either direction at the said highway crossing shall come to an absolute dead stop at the station shed at stop now known as Stop No. 37, and in addition to this every car going westerly shall be under complete and absolute control from the time when such car is within fifty feet of the east side of the highway, that is to say, that although such car shall come to an absolute dead stop at the said station shed on the west side of the said highway, nevertheless, in addition thereto, every such car shall be under such complete and absolute control before reaching the east side of the highway that in the event of a vehicle approaching the crossing, the motorman will be able to stop immediately anywhere on the crossing when necessary to avoid a collision.

And the Board further orders that the said Company shall pay the sum of \$2.00 for law stamp on this Order and the Engineer's account herein.

(Seal.)

(Sgd.) D. M. McINTYRE,  
*Chairman.*

PROCEDURE FILE 4481.

Application by The Parry Sound Syndicate, under "The Planning and Development Act," for approval of plan of Lot 30, Con. XI, Township of Foley, District of Parry Sound.

Sept. 14th. Application filed.

Oct. 1st. Objection filed by Town of Parry Sound.

Nov. 6th. Hearing, pursuant to appointment, 10.30 to 11.30 a.m., at Board's Chambers. Judgment (v.v.) at conclusion of argument, delivered approving the plan.

Nov. 6th. Plan approved and certified.

PROCEDURE FILE 4484.

Township of Howland,

vs.

Manitoulin Island Rural Telephone Co., Ltd.

(Application under Section 17 (10) of "The Ontario Telephone Act," for an order fixing the price to be offered by the Applicant for the telephone plant of the Respondent located in the Township of Howland.)

Sept. 17th. Application filed.

Nov. 20th. Report of Board's expert on investigation filed.

Nov. 20th. Order.

November 20th, 1917.

ORDER.

Whereas the Municipal Corporation of the Township of Howland, in the District of Manitoulin, proposes to erect poles, cables or wires upon or along certain highways in the said township upon or along which are at present located the poles and wires of The Manitoulin Island Rural Telephone Company, Limited.

And whereas the Applicant and The Manitoulin Island Rural Telephone Company, Limited, have been unable to agree as to the price to be paid for the purchase of the said telephone system.

And whereas the Applicant has applied to this Board to fix a price to be offered by the Municipal Corporation of the Township of Howland for the purchase of the plant and equipment comprising the said telephone system located within the said Township.

And whereas the Board did instruct its electrical and telephone expert to investigate and make a report as to the value of the said plant and equipment.

Upon reading the report of the Board's electrical and telephone expert, and other material on file,

The Board, in the exercise of the powers vested in it by "The Ontario Telephone Act," hereby fixes the price to be offered by the Municipal Corporation of the Township of Howland for the purchase of the plant and equipment comprising that part of the telephone system now owned and operated by The Manitoulin Island Rural Telephone Company, Limited, and located within the said township, at the sum of Nine Hundred and Sixty Dollars and Fifty-two Cents (\$960.52), and directs that the said Municipal Corporation of the Township of Howland shall offer to purchase the said plant and equipment at the price so fixed.

The Board makes no order as to costs, save and except that the Applicant and the Manitoulin Island Rural Telephone Company, Limited, shall each pay \$5.00 to cover the cost of the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*

#### PROCEDURE FILE 4489.

Application by the Town of Forest, under Section 12 (2) of "The Municipal Amendment Act, 1917," for approval of its proposed By-law No. 478, providing for the buying of coal and selling same to residents of the municipality.

Sept. 19th. Application and copy of proposed By-law filed.

Oct. 3rd. Copy of proposed new By-law (No. 479) filed as directed.

Oct. 25th. Hearing, pursuant to appointment, 10.30 to 11 a.m. Adjourned to Nov. 2nd at 10.30 a.m. Affidavit evidence may, however, be furnished in meantime and will be accepted by Board.

Nov. 2nd. Hearing, pursuant to appointment and adjournment, 10.30 to 11 a.m. Application granted. (See reporter's notes.)

Nov. 17th. Order issued.

November 2nd, 1917.

#### ORDER.

Upon the application of the said Corporation, and the Board having this day after due notice by public advertisement held a Sitting at its Chambers in the Legislative Buildings, Toronto, to hear the said Applicant and all parties interested in or opposing the said application, upon hearing what was alleged for the Applicant, no one appearing in opposition to the said application although duly notified in that behalf, and upon reading the proposed By-law Number 479, intituled, "By-law No. 479. A By-law to repeal By-law No. 478, and to provide for the buying and storing of fuel by the Corporation of the Town of Forest," and upon reading the Statutory Declaration of William John English, Clerk of the Town of Forest, filed,



The Board orders, under and in pursuance of Subsection 2 of Section 12 of "The Municipal Amendment Act, 1917," that the said proposed By-law be and the same is hereby approved.

And the Board orders that all sales of fuel shall be upon a strictly cash basis and that the Treasurer of the Corporation of the Town of Forest shall keep separate and detailed accounts and returns of the amount of the debt incurred, the quantities of fuel purchased and the details of the gross cost thereof, the quantities of fuel sold and the price at which such was sold, the stock of fuel on hand and the invoice prices thereof, and such further details and particulars as may be ordered by the Board from time to time, and that the said Treasurer shall quarterly file the same with the Ontario Municipal Bureau at the City of Toronto.

And the Board doth not see fit to make any order as to costs, except that the Applicant pay \$20.00 for law stamp on this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*

PROCEDURE FILE 4490.

Application by the City of Toronto, under Section 18a of "The Local Improvement Amendment Act, 1915," for approval of its By-law No. 7871, amending its By-laws No. 6814 and 6925 authorizing the opening of Duplex Ave. and acquiring the necessary land therefor.

Sept. 19th. Application and material filed.

Oct. 15th. Hearing, pursuant to appointment, 10.30 to 11.30 a.m., at Board's Chambers. Application granted, By-law No. 7841, abandoning part of work, to be approved.

Oct. 17th. Order issued.

October 15th, 1917.

ORDER.

Upon the application of the Corporation of the City of Toronto, for the approval of By-law 7871 of the said Corporation, and upon hearing read the declarations of George Weale and S. C. Aikins filed in support thereof, upon hearing what was alleged by Counsel for the said City and certain ratepayers affected by the said By-law,

1. It is ordered that By-law 7871 of the said Corporation be and the same is hereby approved by this Board under Section 18a of "The Local Improvement Act" as enacted by Section 5 of "The Local Improvement Amendment Act, 1915."

2. And this Board makes no order as to costs except that the Applicant Corporation shall pay the sum of \$10.00 for law stamp on this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

*Chairman.*

PROCEDURE FILE 4496.

Application by the Board of Commissioners of the telephone system of the Municipality of Kerns, for the removal of the following names from the petition praying for the establishment of the Kerns Municipal Telephone System: S. G. West, Robert Carrothers, Mrs. Thos. Myers and W. P. Robertson.

Sept. 29th. Application filed.

Oct. 10th. Report of Board's expert on investigation filed.

Oct. 17th. Order.

October 17th, 1917.

## ORDER.

Upon the application of the above-named applicant, and upon reading the report of Francis Dagger, Esquire, the Board's electrical and telephone expert, who heard the evidence adduced on behalf of the applicant and petitioners, and other material on file,

And it appearing to the Board that the Commissioners for the telephone system of the Municipality of Kerns are willing that the following names be removed from the petition presented to the Council of the said municipality, praying for the establishment of a telephone system under the provisions of Part II of "The Ontario Telephone Act," the Board pursuant to the provisions of Section 10 of the said Act hereby consents to the removal of the same, that is to say: S. G. West, Robert Carrothers, Mrs. Thomas Myers, W. P. Robertson, and the said names and each of them are hereby ordered to be removed from the said petition.

And it is further ordered that the Council of the Municipality of Kerns take the necessary legal steps to amend Schedule "A" of the By-law providing for the issue of debentures to pay for the cost of establishing the Kerns Municipal Telephone System before any such debentures are issued, by the removal of the hereinbefore mentioned names from the said Schedule.

And the Board makes no order for cost or for law stamps in connection with this order.

(Sgd.) D. M. McINTYRE,

(Seal)

Chairman.

## PROCEDURE FILE 4502.

Application by The Ingersoll Telephone Co., Ltd., under Section 31 of "The Ontario Telephone Act," for authority to increase its charges for telephone service in the Town of Ingersoll.

Oct. 9th. Application filed.

Nov. 13th. Hearing, pursuant to appointment, Town Hall, Ingersoll, 11.30 a.m., 12.15 to 2.30 p.m. Judgment reserved.

Dec. 18th. Judgment delivered.

Dec. 21st. Order.

In the matter of the application of The Ingersoll Telephone Company, Limited, for authority to increase its charges for telephone service in the Town of Ingersoll.

## JUDGMENT.

This is an application by the Ingersoll Telephone Company, Limited, for authority to increase the applicant's charges for telephone service in the Town of Ingersoll, as follows:

*Business Telephones.*

Individual Line: from \$20.00 to \$25.00 per annum.

Two Party Line: from \$18.00 to \$20.00 per annum.

Four Party Line: from \$17.00 to \$18.00 per annum.



Residence Telephones.

- Individual line: from \$15.00 to \$20.00 per annum.
- Two Party Line: from \$13.50 to \$18.00 per annum.
- Four Party Line: from \$12.50 to \$15.00 per annum.

This application was heard in the Town Hall, Ingersoll, on November 13th, A.D. 1917, the applicant being represented by Colonel Mayberry, Director, and Mr. H. E. Robinson, Manager, of the applicant company. Opposing the application were Mr. J. B. Buchanan, Mayor, and Mr. M. E. Scott, Alderman, of the Town of Ingersoll. Testimony was also submitted by Mr. C. E. Robinson, President of the applicant company.

From the testimony of Mr. H. E. Robinson it would appear that the applicant company was organized in 1906 and commenced furnishing service to its subscribers in June, 1907, the charges for local service in the Town of Ingersoll being those at present in operation and the rental for rural service \$12.00 per annum. The rental for rural service was, however, increased to \$15.00 per annum in January, 1910.

No definite information has been submitted to the Board regarding applicant's financial operations from 1906 to 1913. The statement of Colonel Mayberry, who was manager of the company during the aforesaid period in reply to a question of the Chairman as to whether books or accounts were kept was: "We did and we didn't. The Secretary was supposed to do that work, but I do not suppose we can get an intelligent account," Mr. Robinson, President of the Company, also stated that "our books were never kept in good shape."

According to the evidence of Colonel Mayberry, the company was incorporated with an authorized capital of \$50,000 in 1906. There were at that time six shareholders in the undertaking, who each contributed \$2,000 cash, making a total cash payment of \$12,000 paid for shares. To each of these shareholders were allotted shares having a par value of \$6,000, or a total of \$36,000.

In regard to the additional shares having a par value of \$24,000 which were issued free from call, according to the evidence of the President, Mr. C. E. Robinson, this allotment of \$4,000 to each shareholder was made in lieu of cash remuneration for the active part taken by these shareholders in the company's affairs "while the line was being constructed, that would be about a year." The foregoing is the only light which the evidence submitted by the applicant throws upon the transactions of the company from its inception to the end of 1912.

In 1912 a change was made in the personnel of the company, three of the original shareholders having sold out their stock. A re-organization of the company's management was effected, Mr. E. F. Waterhouse becoming the Secretary and Mr. H. E. Robinson Manager of the undertaking. From that time to the present date a complete record of the company's financial affairs has been kept and statements in regard thereto have been furnished to the Board. These statements and the evidence submitted show that on December 31st, 1912, the actual cash expended upon Capital Account was:

Stock .....	\$12,000
Bonds .....	33,400
Loans by Bank .....	17,191
Individual Loans .....	4,200
<hr/>	
Total .....	\$66,791

Applicant's Balance Sheet for the year ending December 31st, 1912, places the value of the company's plant at \$105,000 and real estate at \$3,500 or a total of \$108,500. If the value placed by the applicant upon its plant and real estate in 1912 represents the actual cash expended thereon, an additional \$41,709 must have been put into construction out of earnings between 1906 and 1913. It is, however, probable that the value of the applicant's plant on December 31st, 1912, includes the \$24,000 stock allotted to the original shareholders free from call. If such be the case, the amount put into plant out of earnings during the aforesaid period would be reduced to \$17,709.

Applicant's statement for the year ending January 1st, 1917, shows the value of the plant, equipment and real estate to be \$120,702, and after deducting the before-mentioned stock issue of \$24,000, the actual cash put into plant and real estate from stock and bond issues, Royal Bank, individual loans and interest to date, to be \$69,214. If, therefore, the value of the plant and real estate on January 1st, 1917, represents actual cash expended in construction, there must have been \$51,488 put into plant out of earnings from 1906 to 1917. Assuming, however, that the plant value includes the \$24,000 in stock issued free from call there would have been put into plant out of earnings in the same period \$27,488.

No evidence has been submitted which would enable the Board to express any opinion as to the value placed upon the company's plant and equipment on December 31st, 1912. The evidence of Mr. H. E. Robinson upon this point is as follows:

By the Vice-Chairman.—“Did you take the invoices for the valuation you made at that time?”

A.—“No, because we could not find them. There was no record that we could find that would enable us to arrive at an intelligent valuation.”

As the basic foundation for fixing all charges is the actual cost of plant and equipment necessary to render the service to be charged for, it is unfortunate that the affairs of the applicant have not been so managed as to make possible the production of an actual record of all expenditures on account of the establishment and construction of the applicant's telephone system from its inception.

From the Statutory Returns of the applicant filed with the Provincial Secretary it would appear that the applicant's charter was granted on August 3rd, 1916, and that on December 31st shares to the value of \$30,000 had been issued to the six original shareholders, of which allotment shares to the value of \$24,000 were issued as fully paid and free from call. The same returns show that in 1908 an additional \$3,000 had been subscribed for, and in 1910 a further \$3,000. According, therefore, to these returns the six original shareholders subscribed as cash payment for shares: in 1906, \$6,000; in 1908, \$3,000 and in 1910, \$3,000, a total of \$12,000, which coincides with the evidence submitted at the hearing of this application.

It would further appear from the aforesaid record that the allotment of \$24,000 in stock as fully paid and free from call was made almost immediately after the issue of the applicant's Charter of Incorporation, at a time when only \$6,000 cash had been paid in as capital and before any services had been rendered which would justify payment for same to the amount of \$24,000.

In view of these facts and of the absence of any detailed statement showing the nature and amount of the services performed by these six original shareholders, the Board is unable to admit that the company is entitled to pay dividends upon any sum in excess of the value of the stock paid for in cash, viz., \$12,000.

Assuming the applicant's present valuation of the plant of \$120,702 to be



correct, the company has accumulated a surplus of \$51,488, or 42.65 per cent. of the value of its plant and real estate. As, however, the value of the plant at normal prices cannot exceed the amount of cash actually expended upon construction and material, and as it is improbable that the company's earnings between 1906 and 1913 were such as to enable a surplus of \$41,709 to be expended on capital account it would appear that the plant value fixed by the applicant includes the \$24,000 of stock issued free from call.

Assuming this to be correct the total investment in plant and real estate would be as follows:

Paid-up stock .....	\$12,000
Bonds .....	35,000
Individual loans and interest .....	21,361
Bank .....	853
Out of earnings .....	27,488
	<hr/>
	\$96,702

or a cash investment per telephone of \$67.62, which, taking into consideration the fact that the applicant's system of 1,427 subscriber's stations includes only 206 direct lines, the balance being party line stations, would appear, at normal prices of labour and material, a reasonable valuation. It will be noticed that the surplus out of earnings put into plant, included in this investment, is \$27,488, or 28.42 per cent. of what appears from the evidence submitted to be the total cash investment. This amount in the opinion of the Board constitutes a substantial reserve for depreciation.

Referring to the revenue and expenditure, from the statement submitted by the applicant it would appear that the revenue for the year ending 30th June, 1917, exceeded the expenses of operation and maintenance by \$8,668.80, being approximately 9 per cent. upon a plant value of \$96,702, or 12½ per cent. on the actual cash investment in stock, bonds and loans of \$69,214.

In support of this application Mr. H. E. Robinson testified.

1. That all materials that enter into the telephone business have greatly increased in price.

2. Labour, which is one of the large items in our business has increased 50 per cent.

The following analysis of revenue and expenditure for the five years ending June 30th, 1917, prepared from statements furnished by the applicant do not indicate that the applicant has up to the present time suffered from the conditions referred to by Mr. Robinson.

Year	1913	1914	1915	1916	1917
No. of Telephones	1,065	1,149	1,209	1,354	1,427
	Per Telephone				
	\$ c.	\$ c.	\$ c.	\$ c.	\$ c.
Revenue .....	16 27	14 82	15 39	14 83	16 31
Expenditure, including Interest on Bonds, Loans etc., also Dividends.....	13 99	12 12	14 47	12 18	14 23
Net surplus.....	2 28	2 70	92	2 58	2 08
Dividends and Interest.....	4 09	3 50	5 34	3 35	3 99
Revenue over Operating and Maintenance.....	6 37	6 20	6 26	6 00	6 07
Office Salaries, Operators' and Men's Wages.....	6 71	6 06	5 89	5 58	6 24
Operators' Salaries.....	2 98	2 74	2 63	2 50	2 71
Supplies .....	1 21	40	93	10	92
Plant account and Real Estate.....	103 39	97 87	94 40	86 81	84 58

It will be noticed from this analysis that the amount paid for salaries and wages, operators' salaries and supplies is in each case less per telephone in 1917 than in 1913, that the revenue per telephone in 1917 is higher than in any of the four preceding years, also that the plant and real estate value taken at applicant's own estimate is \$18.81 less in 1917 than in 1913.

A summary of applicant's financial statements for the same period further shows that after paying a dividend of 6 per cent. upon the \$12,000 paid-up stock and \$24,000 stock allotted free from call, interest on bonds and loans, there remained at the end of each year the following surplus:

1913 .....	\$2,425.51
1914 .....	3,110.41
1915 .....	1,115.96
1916 .....	3,485.98
1917 .....	2,968.57

which brings the total surplus earned out of revenue during these five years to \$13,106.43, or an average net surplus per year of \$2,621.

In considering this application the Board fully realizes that if the abnormal conditions in regard to the cost of labour and material created by the war continue such conditions will very materially affect the cost of furnishing telephone service to the public. From the evidence before it, however, the Board is unable to find that the applicant has up to the present time suffered in any way from the conditions referred to; in fact, the evidence and statements submitted show that the company's position for the year ending June 30th, 1917, is better than in 1913.

Another reason submitted by Mr. Robinson in support of the application is "that at the time the company started into business there was no long distance question to be considered." As the evidence submitted shows that the long distance business furnishes the company with an additional net revenue of over \$400 a year, this reason falls to the ground.

As a final reason in support of the application, Mr. H. E. Robinson stated: "Your Board asked us to set aside a certain sum of money for replacement and our income is not sufficient to allow us to do that." It is not a fact that this Board has issued any order requiring the applicant to set aside any sum out of its earnings as a depreciation fund.

The Board is, however, seized with the importance of every telephone com-



pany providing an adequate depreciation fund and in a number of cases where an order has been issued by the Board authorizing an increase to be made in the charges for service one of the conditions has been that an amount equal to five per cent. of the plant value be set aside as a depreciation fund. In this case, however, taking into consideration the fact that the applicant's financial statements show that the company has accumulated a surplus of \$28,308.51 out of earnings and in addition thereto is paying a dividend of six per cent. upon a stock issue of \$24,000 for which no cash equivalent has been put in the undertaking, the Board is of the opinion that the onus of providing for all depreciation and necessary replacement in the immediate future rests upon the applicant rather than upon its subscribers and that for this reason it would neither be just nor equitable in view of all the circumstances to burden telephone users with any addition to the present charges for no other purpose than to enable the applicant to further increase its present substantial surplus. Should, however, the present abnormal conditions in regard to the cost of material and labour continue and should the result of such conditions be such as to materially reduce the earning power of the applicant's telephone system, the applicant may renew its application at any time after June 30th, 1918. It will, however, be a condition precedent to the hearing of any further application to increase the charges of the applicant for telephone service that all books and records of the Ingersoll Telephone Company, Limited, from its inception be audited by a chartered accountant to be appointed by the Board, whose report of such audit shall be furnished to the Board, together with a priced inventory showing the value of the company's plant and equipment prepared by a competent telephone expert.

In view of the facts herein set forth and of the evidence and other material submitted, the Board is of the opinion that the petition of the applicant should be denied and the Board so orders.

The Board makes no order for costs save and except that the applicant shall pay fifteen dollars for the law stamps required for the order in this matter.

(Sgd.) D. M. McINTYRE,

(Seal)

*Chairman.*

Dated at Toronto this 18th day of December, A.D. 1917.

December 21st, 1917.

ORDER.

Upon the application of the above-named applicant, upon hearing the evidence adduced on behalf of the applicant, and upon reading statements of assets and liabilities, receipts and disbursements, and other documents filed,

The Board orders that the application of the applicant be and the same is hereby dismissed.

The Board makes no order for costs, save and except that the applicant shall pay \$15.00 for the law stamps required for this order.

(Sgd.) A. B. INGRAM,

(Seal)

*Vice-Chairman.*

## PROCEDURE FILE 4503.

Application by The Tilbury Telephone Co., Ltd., under Section 29 of "The Ontario Telephone Act," for an order approving the sale of the applicant's business, plant and assets to The Bell Telephone Co., of Canada, Ltd.

Oct. 9th. Application filed.

Nov. 14th. Hearing, pursuant to appointment, 2 to 4.15 p.m., at Town Hall, Tilbury. Adjourned to afford an opportunity to the Town of Tilbury to make an offer to purchase the system of the applicant.

## PROCEDURE FILE 4504.

The East Middlesex Telephone Co., Ltd.,

vs.

Township of West Nissouri.

(Assessment Appeal.)

Oct. 5th. Notice of appeal filed.

Oct. 30th. Hearing, pursuant to appointment, 2 to 2.30 p.m., Court House, London. Judgment reserved.

Nov. 2nd. Judgment delivered.

Nov. 21st. Order, dated Nov. 2nd, in form of draft filed, issued.

## OPINION OF THE BOARD.

This is an appeal by the East Middlesex Telephone Company from a decision of His Honour Judge McBeth, in respect of the telephone lines of that company in the Township of West Nissouri. The pertinent facts are thus summarized by the learned County Judge:

"The appellants are a rural telephone Company, their central exchange switchboard is in Thorndale. There are two trunk lines, i.e., lines of wires which are used as a connecting line between two or more central exchange switchboards—one connecting with a central exchange at St. Mary's, the other connecting with a central exchange at Kintore; all other lines of the appellants are party lines as defined in 'The Assessment Act,' that is to say, 'lines of wire where all the telephones thereon are operated on the same circuit and which are not used as a connecting line between two or more central exchange switchboards.' None of these party lines exceeds 25 miles in length. The poles of the two trunk lines also carry two or more party wires—when first erected they carried party wires only; the trunk lines wires were a later addition."

Upon these facts the learned Judge held, and the Board thinks correctly held, that the trunk lines are assessable at their actual value excluding any party wires carried on the same poles as the trunk wires; it was not denied that the assessor's valuation of \$50 per mile over the whole system was fair and reasonable.

The Board adopts the conclusion of the learned Judge, and would add nothing to his reasons beyond this: In "The Assessment Act," the procedure adopted is to declare in general terms that a given class of property shall be liable to taxation subject to specific exceptions expressly enumerated. Section 5, for example,



declares that all real property shall be liable to taxation subject to the exemptions named in the several subsections of that section. So in Subsection 3 of Section 14 it is declared in effect that the lines of a telephone company in a township shall be assessed at their actual value, but not exceeding certain enumerated maximum rates. Subsection 4 exempts from this general declaration what in practice are designated as party lines not exceeding 25 miles in length.

The appeal will be dismissed, but without costs to either party, and without law stamps on the formal order.

(Sgd.) D. M. McINTYRE,

(Seal)

*Chairman.*

Dated at Toronto the second day of November, A.D. 1917.

November 2nd, 1917.

ORDER.

Upon the application of the appellant by way of appeal from the judgment or order of His Honour Talbot MacBeth, Judge of the County Court of the County of Middlesex, in respect of the telephone lines of the appellant company in the Township of West Nissouri, and upon reading the judgment complained of and what was alleged by the appellant and counsel for the respondent, the Board was pleased to direct that the said appeal should stand over for judgment, and the same coming on this date for judgment.

It is ordered that the said appeal be and the same is hereby dismissed without costs and without law stamps on the formal order.

(Sgd.) D. M. McINTYRE,

(Seal)

*Chairman.*

PROCEDURE FILE 4505.

Application by The Sandwich, Windsor and Amherstburg Railway Company, for approval of construction of line on Ottawa Street, Walkerville, from Lincoln Road to the present "Y" near the Walker Road.

Oct. 10th. Application and consent of Town of Walkerville filed.

Oct. 30th. Hearing, pursuant to appointment, 11 to 11.45 a.m., Council Chamber, City Hall, Windsor. Application granted, plan to be approved.

Nov. 7th. Plan certified.

PROCEDURE FILE 4510.

Application by The Mud Lake Telephone Company, under Section 26 (6) of "The Ontario Telephone Act," for an order prescribing the terms upon which the applicants may rent pin space upon the poles of The People's Telegraph and Telephone Co., Ltd., at Eganville.

Oct. 12th. Application filed.

Oct. 19th. Hearing, pursuant to appointment, 11.30 a.m., Town Hall, Eganville. Applicant to obtain By-law from Eganville Municipal Council granting use of streets. On receipt of certified copy of such By-law Board will consider matter further, if in the meantime no agreement has been made with The People's Telegraph and Telephone Co., Ltd.,

PROCEDURE FILE 4511.

Application by The Public Utilities Commission of Port Arthur, under Section 31 of "The Ontario Telephone Act," for approval of increased tariff charges.

Oct. 13th. Application filed.

Nov. 28th. Hearing, pursuant to appointment, 10 to 11.30 a.m., City Hall, Port Arthur. Application granted subject to adjustment by Board's expert of Private Branch Exchange rates and Hotel Branch Exchange rates, after conference with parties interested.

Dec. 10th. Order.

December 10th, 1917.

ORDER.

Upon the application of the above-named applicant, upon hearing the evidence adduced on behalf of the applicant and upon reading Profit and Loss Account, Statements of Assets and Liabilities, Receipts and Disbursements, and other documents filed relative to the operation of the telephone system of the applicant.

The Board orders, subject to the several conditions prescribed in this order that leave be granted to the applicant to charge the under-mentioned tariff charges for telephone service:

BUSINESS CONNECTIONS, PER ANNUM:

For a Wall Telephone.....	\$38 00
For a Desk Telephone.....	40 00
For an Extension Wall Telephone.....	9 00
For an Extension Desk Telephone.....	11 00
For an Extension Bell.....	3 00
Extra charge for joint use of one telephone.....	18 00

RESIDENCE CONNECTIONS, PER ANNUM:

For a Wall Telephone.....	\$20 00
For a Desk Telephone.....	22 00
For a Wall Telephone on a Party Line.....	16 00
For a Desk Telephone on a Party Line.....	18 00
For a Wall Extension Telephone.....	6 00
For a Desk Extension Telephone.....	8 00
For an Extension Bell.....	3 00
Extra charge for joint use of same telephone.....	6 00

COMMERCIAL PRIVATE BRANCH EXCHANGES, PER ANNUM:

Switchboard, 10% of Purchase Cost with a minimum of.....	\$30 00
Trunk Lines, each, Schedule of One Party Business.....	38 00
Wall Telephones, each.....	6 50
Desk Telephones, each.....	7 50
Full Power Circuit.....	38 00
Extension Bells.....	3 00

Operator's services to be paid for by subscriber.

This equipment will be supplied and maintained by the Public Utilities Commission, but the cost of installation, material and labour, must be borne by the subscriber.

The initial installation period shall be for a term of one year. After this contract has been in force for a period of one year, it may be cancelled by the subscriber or the Public Utilities Commission by 10 days' written notice in advance of his or its intention to do so.



All accounts for services are payable quarterly in advance.

HOTEL PRIVATE BRANCH EXCHANGES, PER ANNUM:

Switchboard .....	No Charge
Trunk Line, each, Schedule one Party Business Rate.....	\$38 00
Full Power Circuit.....	38 00
Extension Bells .....	2 00
Wall or Desk Telephones (for use of Hotel staff only), each .....	7 50

Calls from Telephones used by the Public or Guests: Ten cents per conversation, of which amount Seven cents shall accrue to the Commission and Three cents to the Hotel.  
Operator's services to be paid for by subscriber

The equipment must be supplied and installed at the expense of the subscriber. The apparatus and wiring of such installations must comply with the standard specifications of the Public Utilities Commission, and the complete installation have the approval of the Public Utilities Commission before connection can be given to their system.

The initial service period shall be for a term of one year. After this contract has been in force for a period of one year, it may be cancelled by the subscriber or the Public Utilities Commission, by 10 days' written notice in advance of his or its intention to do so.

All accounts for service are payable quarterly in advance. The maintenance of the subscribers' apparatus is not included in the foregoing rates. Any maintenance or renewals required and executed by the Public Utilities Commission will be charged for at the current rates, when such work is completed.

The Public Utilities Commission reserves the right to discontinue the service by disconnection, due to defects in or of the subscribers' apparatus, at any time:

And the Board further orders

(1) That the increased tariff charges herein authorized shall be subject to the terms of any contracts which may exist between the subscribers of the applicant's system and the applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

(2) That the applicant shall keep in such form as the Board may approve separate records of all expenditures upon the construction, operation, maintenance and rental of its plant and equipment and shall furnish such information in regard thereto as the Board may from time to time deem necessary.

And the Board further orders that the Rules and Regulations and rates of the applicant, dated the first of January, 1918, attached hereto, be and the same are hereby approved.

And the Board makes no order for costs, save and except that the applicant shall pay \$15 for the law stamps required for this order.

D. M. McINTYRE,  
Chairman.

(Seal)

PROCEDURE FILE 4515.

In the matter of the petition of F. Boismier, *et al*, under Section 9 of "The Local Improvement Act" (R.S.O., Chap. 193) as amended, against the construction of an 18-foot pavement on the front of River Road, in the Township of Sandwich West.

Oct. 16th. Petition filed.

Oct. 30th. Hearing, pursuant to appointment, 5.30 to 5.40 p.m., Council Chamber, City Hall, Windsor. Petition not sufficiently signed—withdrawn.

## PROCEDURE FILE 4536.

Application by the Board of Commissioners for the Telephone System of the Municipality of Moore, for authority, under Section 31 of "The Ontario Telephone Act," to increase the charges for telephone service.

Oct. 25th. Application filed.

Nov. 15th. Hearing, pursuant to appointment, 10 to 11 a.m., Town Hall, Courtwright. Application granted subject to rural party line charge to Renters being \$14.50 per annum.

Dec. 21st. Order.

December 21st, 1917.

## ORDER.

Upon the application of the above named Applicant, upon hearing the evidence adduced on behalf of the Applicant and upon reading the profit and loss account, statements of assets and liabilities, receipts and disbursements, and other documents filed,

The Board orders, subject to the several conditions prescribed in this Order, that leave be granted to the Applicant,

1. To levy and collect a special rate not exceeding Fourteen Dollars and Fifty Cents (\$14.50) per annum for telephone service furnished to subscribers;

2. To charge the undermentioned tariff charges for telephone service furnished to renters.

## FOR LOCAL, BUSINESS OR RESIDENCE, SERVICE IN THE VILLAGES OF COURTRIGHT AND BRIGDEN:

Individual Line Service.....	\$15 00	per annum
2 or 3 Party Line Service.....	14 50	"
4 to 8 Party Line Service.....	14 00	"

FOR RURAL PARTY LINE SERVICE:..... 14 50 "

## FOR ADDITIONAL EQUIPMENT:

For a Desk Telephone in lieu of a Wall Telephone.....	1 00	"
For an Extension Desk Telephone .....	3 00	"
For an Extension Bell.....	1 00	"

And the Board further orders:

1. That the increased tariff charges herein authorized shall be subject to the terms of any contracts which may exist between the subscribers of the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

2. That the Applicant shall keep in such form as the Board may approve separate records of all expenditures upon the construction, operation, maintenance and rental of its plant and equipment, and shall furnish such information in regard thereto as the Board may from time to time deem necessary.

The Board makes no order for costs save and except that the Applicant shall pay \$10.00 for the law stamps required for this Order.

(Sgd.) D. M. McINTYRE,

(Seal.)

Chairman.



## PROCEDURE FILE 4547.

Application by the City of Fort William, for approval of operation of One Man P-A-Y-E Car.

Oct. 27th. Application filed.

Nov. 7th. Engineer's Report filed.

Nov. 29th. Hearing and inspection, pursuant to appointment. Board directed applicant to file amended plan which will provide for the doors and car steps to be worked automatically by power, and recommended that certain changes be made in the seats, removing some of these from the front to the rear of the car and in that way enlarging what is called the "Well" of the front end of the car.

November 6th, 1917.

*The Ontario Railway and Municipal Board.*

*Re One Man Car For Operation.*

GENTLEMEN,—I have examined the attached blue print of the proposed car for the City of Fort William and am of the opinion that this type of car would be satisfactory under moderate conditions of traffic, with the following exceptions:

*Rear Exit.*

According to the plan this is apparently a hinged door and opens into the car. A door opening this way is not entirely satisfactory as an emergency door, as under emergency conditions the people would be liable to obstruct the opening of the door. This should be a sliding door, of course arranged so that the folding step is down when the door is sufficiently open for exit.

*Seats.*

The seating arrangement is not very satisfactory. The aisle is rather narrow and the cross seats should be placed towards the rear of the car with longer longitudinal seats at the front, so that passengers in excess of the seating capacity will stand at the front of the car instead of being obliged to pass down the narrow aisle in order to reach the rear.

*Fenders.*

No fender equipment is shown on the plan, however, I presume an approved type of fender will be used.

Yours faithfully,

(Signed) J. C. ROYCE.

## PROCEDURE FILE 4548.

Application by the City of Fort William, under Section 31 of "The Ontario Telephone Act," for approval of increase in its rates for telephone service.

Oct. 27th. Application filed.

Nov. 29th. Hearing, pursuant to appointment, 10 to 11.30 a.m., City Hall, Fort William. Application granted.

Dec. 10th. Order.

December 10th, 1917.

## ORDER.

Upon the application of the above named Applicant, upon hearing the evidence adduced on behalf of the Applicant and upon reading the profit and loss account, statements of assets and liabilities, receipts and disbursements, and other documents filed relative to the operation of the telephone system of the Applicant.

The Board orders, subject to the several conditions prescribed in this Order, that leave be granted to the Applicant to charge the undermentioned tariff charges for telephone service:

## BUSINESS CONNECTIONS:

For a Desk Telephone.....	\$48 00
For a Wall Telephone.....	46 00
For a Desk Telephone on Party Line .....	42 00
For a Wall Telephone on Party Line. ....	40 00

## RESIDENCE CONNECTIONS:

For a Desk Telephone.....	\$22 00
For a Wall Telephone.....	20 00
For a Desk Telephone on Party Line .....	19 00
For a Wall Telephone on Party Line .....	17 00

## ADDITIONAL ANNUAL CHARGE FOR THE JOINT USE OF ONE TELEPHONE BY TWO OR MORE PERSONS OR FIRMS:

Business .....	\$20 00
Residence .....	8 00

## FOR PRIVATE BRANCH EXCHANGE SERVICE:

Trunk Lines.....	\$46 00
(Subscribers to purchase own equipment and pay installation, maintenance and operation charges, or pay installation and operation charges and a yearly rental equal to ten per cent. of the cost of equipment).	
Battery Power Charges.....	\$25 00
(Within a radius of half-a-mile from Central Exchange).	

## INTERCOMMUNICATING SETS:

Trunk Lines (including one wall instrument).....	\$46 00
Desk Telephone.....	\$2 additional
(Subscribers to purchase own sets and pay installation and maintenance charges or pay installation charges and a yearly rental equal to ten per cent. of the inter-communicating set).	

And the Board further orders:

(1) That the increased tariff charges herein authorized shall be subject to the terms of any contracts which may exist between the subscribers of the Applicant's system and the Applicant, and shall only take effect upon the expiration of such contracts as they may be terminated from time to time.

(2) That the Applicant shall keep in such form as the Board may approve, separate records of all expenditures upon the construction, operation, maintenance and rental of its plant and equipment, and shall furnish such information in regard thereto as the Board may from time to time deem necessary.

The Board makes no order for costs save and except that the Applicant shall pay \$15.00 for the law stamps required for this Order.

(Seal.)

(Sgd.) D. M. McINTYRE,  
Chairman.



## PROCEDURE FILE 4551.

Application by the City of Sault Ste. Marie and the Town of Steelton, under Section 23 of "The Municipal Act," for annexation of the Town of Steelton to the City of Sault Ste. Marie.

Oct. 31st. Application filed.

Nov. 23rd. Further material filed as directed.

Nov. 24th. Order issued in form of approved draft filed.

November 4th, 1917.

## ORDER.

Upon the application of the Corporation of the City of Sault Ste. Marie and the Corporation of the Town of Steelton for an order providing for the amalgamation of the said municipalities;

And upon reading By-laws No. 942 and No. 944a of the City of Sault Ste. Marie, and By-laws No. 369 and 340 of the Town of Steelton, and the Agreement set forth as a schedule to said By-laws;

And it appearing that the amalgamation of the two municipalities, on the terms set out in said Agreement, was duly approved by a majority of the ratepayers of each municipality, on a vote being taken thereon;

And it further appearing that no objection has been made by any ratepayer of either municipality to the said amalgamation on the terms set out in said Agreement;

The Board doth order and proclaim that the Town of Steelton be, and the same is hereby annexed to the said City of Sault Ste. Marie, the said annexation to take place on the first day of January, A.D. 1918, upon and subject to the following terms and conditions, namely:—

1. The present area of the Town of Steelton shall, from said date, be divided into two Wards, to be known as Wards 5 and 6 of the said City of Sault Ste. Marie, respectively, as follows:—

Ward 5 is to be composed of all that portion of the Town of Steelton lying east of the east side of Hudson Street and of the west limit of Blocks 11 and 14 in the Stewart survey of Korah Block.

Ward 6 is to be composed of all that portion of the Town of Steelton lying west of the east limit of Hudson Street and the west limit of Blocks 11 and 14 in the Stewart survey of Korah Block.

Each of the said Wards shall be divided into two Polling Subdivisions, which will be known as numbers 14, 15, 16 and 17, respectively, the area of which shall be as follows:—

Polling Subdivision 14 is to be composed of all that portion of Ward 5 lying south of the southerly limit of St. Georges Avenue.

Polling Subdivision 15 is to be composed of all that portion of Ward 5 lying north of the southerly limit of St. Georges Avenue.

Polling Subdivision 16 is to be composed of all that portion of Ward 6 lying east of the easterly limit of Farwell Terrace.

Polling Subdivision 17 is to be composed of all that portion of Ward 6 lying west of the easterly limit of Farwell Terrace.

2. Each of the said two Wards to be represented in the Municipal Council of the City of Sault Ste. Marie by two Aldermen, and in the Board of Public School Trustees of the said City by two Public School Trustees. The above area and representation to continue for a period of five (5) years from the first day of January, A.D. 1918.

3. The Municipal Election to be held on the first Monday of January, 1918, shall include the present area of the City of Sault Ste. Marie and the Town of Steelton, and shall be conducted by the Clerk of the City of Sault Ste. Marie as Returning Officer for the United Municipality.

4. All the present officials of the said Municipal Corporation shall continue to be officials of the United Municipality, at salaries not less than they are at present receiving, subject in all cases to removal as provided by the Municipal Act. As far as it may have power so to do, subject to subsequent control and action of the Board of Public School Trustees or other proper authority of the said City, all teachers in the Public Schools of the said Town shall be retained by the said United Municipality.

5. All existing contracts, liabilities, lawful debts and obligations of the said City and the said Town are hereby declared, from and after the first day of January, A.D. 1918, to be the contracts, liabilities, debts and obligations of the City of Sault Ste. Marie, and shall be met, discharged, observed and kept by the said City according to the nature thereof, and shall be read and construed in every respect as if the said City of Sault Ste. Marie had been, originally, a party thereto in lieu of the said City or the said Town.

6. And all sureties for the several officials of the said Municipalities shall be and remain liable as if they had become sureties for such officials to the said City in the first instance, and all bonds and sureties which shall have been given to the said Town at any time before the first day of January, 1918, shall enure to the benefit of the said City, and the said City shall have all the rights and remedies thereto and thereunder and shall be entitled to recover on all such contracts, liabilities, debts, obligations or bonds and to collect all taxes, rates or impositions to the same extent and under like circumstances as the said Town could have done had it remained a separate municipality.

7. The By-laws of the said Town shall, so far as consistent with the By-laws of the said City, continue in force and effect after the said date, but in case of same being inconsistent with any By-laws of the said City, the By-laws of the said City shall govern.

8. The present source of water supply, pumping station and water system of the said Town, shall, after said date, be operated first to serve the present area of the said Town, but a uniform rate shall be established for both light and water services in the said City as soon as practicable.

9. The said City shall, as soon as practicable after said date, make application to the Government of Canada to have free postal delivery extended throughout the area of the said Town.

(Seal.)

(Sgd.) D. M. McINTYRE,  
Chairman.



## PROCEDURE FILE 4559.

Application by the Town of Owen Sound, under Section 12 (2) of "The Municipal Amendment Act, 1917," for approval of its By-law No. 1,831, for buying and storing of fuel and selling same to dealers and residents in the municipality.

Nov. 2nd. Application and material filed.

Nov. 24th. Hearing, pursuant to appointment, 10 to 10.45 a.m., at Board's Chambers. Application granted. Expenditure to be limited to not more than \$5,000 at any one time.

Nov. 29th. Order, dated November 24th, issued.

November 24th, 1917.

## ORDER.

Upon the application of the said Corporation and the Board having this day after due notice by public advertisement held a sitting at its Chambers in the Legislative Buildings, Toronto, to hear the said Applicant and all parties interested in or opposing the said application, upon hearing what was alleged for the Applicant, no one appearing in opposition to the said application although duly notified in that behalf and upon reading the proposed By-law No. 1,831 entitled "A By-law to authorize the buying and storing of fuel and selling same to dealers and residents of the Municipality," and upon reading the affidavit of John F. Thomson and Robert D. Little, filed,

The Board orders under and in pursuance of paragraph 39a of Section 399 of "The Municipal Act" enacted as aforesaid, that the said proposed By-law be and the same is hereby approved.

And the Board orders that all sales of fuel shall be upon a strictly cash basis and that the amount of capital of the Corporation (including any money borrowed) invested in the said undertaking shall not at any time exceed the sum of \$5,000, and that the Treasurer of the said Corporation shall keep separate and detailed accounts and returns of the amount of the debt incurred, the quantities of fuel purchased and the details of the gross cost thereof, the quantities of fuel sold and the price at which such was sold, the stock of fuel on hand and the invoice prices thereof, and such further details and particulars as may be ordered by the Board from time to time, and that the said Treasurer shall quarterly file the same with the Ontario Municipal Bureau at the City of Toronto.

(Sgd.) D. M. McINTYRE,

*Chairman.*

(Seal.)

## PROCEDURE FILE 4562.

Application by the City of St. Catharines, under Section 12 (2) of "The Municipal Amendment Act, 1917," for approval of its By-laws No. 3,117, providing for the buying and storing of fuel and foodstuffs and selling same to dealers and residents of the municipality.

Nov. 3rd. Application and material filed.

Nov. 20th. Hearing, pursuant to appointment, 12 m. to 1.15 p.m., at Board's Chambers.

*Re Coal.*—Application granted on following terms: City and Mr. Beard (a coal dealer in St. Catharines) to arrange to limit volume of business and a scale of

prices to be charged by City to avoid unreasonable competition with dealers. Amount to be invested by City limited to \$5,000. Draft order to be approved by solicitor for coal dealers—otherwise to be settled by Board.

*Re Food.*—Application granted to a limit of \$2,000. (See reporter's notes.) Dec. 28th. Order settled and issued.

November 20th, 1917.

ORDER.

Upon the application of the said Corporation, and the Board having this day, after due notice by public advertisement, held a Sitting at its Chambers in the Legislative Building, Toronto, to hear the said application, and all parties interested in or opposing the said application, upon hearing what was alleged for the Applicant, and upon hearing what was alleged by Mr. M. J. McCarron of St. Catharines, Counsel for D. Dittrick Company, coal dealers of the said City, opposing the said application, and upon reading the said provisional By-law No. 3,117, entitled, "A By-law to authorize the buying and storing of fuel and foodstuffs and for the selling of same to dealers and residents of the Municipality," and the Resolution passed by the Council of the said City on the 30th day of October, 1917, pursuant to the said provisional By-law.

The Board orders, under and in pursuance of Subsection 2 of Section 12 of "The Municipal Amendment Act, 1917," that the said provisional By-law No. 3,117 be and the same is hereby approved under the conditions and provisions hereinafter set forth.

And the Board orders and approves that the Applicant shall, subject to the provisions of the said By-law and subject to the terms and conditions of this Order, have power and be at liberty to buy and store coal and fish and potatoes and sell the same to dealers and residents of the said City of St. Catharines.

And the Board orders that the powers aforesaid shall be exercised subject to the following conditions:

1. That all sales of fuel and foodstuffs shall be upon a strictly cash basis and that the Treasurer of the Corporation of the City of St. Catharines shall keep separate and detailed accounts and returns of the debt incurred, the quantities of fuel and foodstuffs purchased, the quantities of fuel and foodstuffs sold, and the price at which such was sold, the stock of fuel and foodstuffs on hand and the invoice prices thereof, and such further details and particulars as may be ordered by the Board from time to time, and that the said Treasurer shall quarterly file the same with the Ontario Municipal Bureau at the City of Toronto.

2. That no liability or obligation in the buying of fuel shall be incurred which shall at any one time exceed the sum of five thousand dollars in the aggregate, and no liability or obligation in buying of fish and potatoes shall be incurred which shall at any one time exceed the sum of two thousand dollars, and when such liability or obligation reaches that amount no further purchases shall be made until the liability or obligation is discharged or reduced to an amount sufficient to permit of further purchases within the maximum hereby allowed.

3. That, subject to any Orders-in-Council or Regulations issued by or on behalf of the Fuel Controller or Food Controller for Canada, no fuel or foodstuffs shall be sold at less than the current market price.



4. That no debentures shall be issued by the said Corporation in respect of any deficit which may arise from the buying, storing and selling of such fuel and foodstuffs, but such deficit (if any) shall be met out of the Corporation's ordinary revenue derived from current taxes.

(Seal.)

(Sgd.) D. M. McINTYRE,  
Chairman.

PROCEDURE FILE 4568. (P. 295.)

Application by The Toronto Suburban Railway Company, for approval of plans and two agreements for connection with The Guelph Radial Railway Co.

Nov. 12th. Application and material filed.

Nov. 24th. Hearing, pursuant to appointment, 10 a.m.: 10.45 to 11 a.m. at Board's Chambers. Application granted. Plans to be approved.

Dec. 7th. Draft order filed.

Dec. 8th. Order issued.

November 24th, 1917.

ORDER.

Upon the application of The Toronto Suburban Railway Company, and upon hearing Counsel for the Applicant and for the Guelph Radial Railway Company,

The Board orders and directs that the plans, profiles and book of reference filed with the Board, showing the proposed connections of The Toronto Suburban Railway with The Guelph Radial Railway in the City of Guelph, and the above-mentioned agreements be and the same are hereby approved, and the said The Toronto Suburban Railway Company and Guelph Radial Railway are authorized to make the said connections and to operate subject to the conditions of and in accordance with the above-mentioned agreements and the statutes relating thereto.

(Seal.)

(Sgd.) D. M. McINTYRE,  
Chairman.

PROCEDURE FILE 4584.

The Doon Twines, Ltd.,

vs.

Town of Kitchener.

(For fulfilment of agreement as to railway service.)

Nov. 26th. Application filed.

Nov. 26th. Reply directed within 8 days.

Nov. 29th. Reply filed.

Dec. 11th. Hearing, pursuant to appointment, 3.30 p.m., 4.10 to 5.30 p.m., at Court House, Kitchener. Galt, Preston & Hespeler Railway made parties respondent and hearing adjourned *sine die*. Order to be drawn by applicants and approved by City of Kitchener.

Dec. 15th. Approved draft order filed.

Dec. 17th. Order issued.

December 11th, 1917.

## ORDER.

Upon the application of Doon Twines, Limited, and this matter having this day come on for hearing pursuant to appointment, in the presence of Counsel for all parties,

1. This Board doth order that the applicants be at liberty to add the Preston and Berlin Street Railway Company, Limited, and the Galt, Preston & Hespeler Street Railway Company, Limited, as parties respondent.

2. This Board doth further order that the Applicants be at liberty to amend their application as they may be advised and that the Respondents may amend their reply accordingly.

3. This Board doth further order that this matter stand adjourned *sine die*.

(Sgd.) D. M. McINTYRE,

(Seal.)

Chairman.

## PROCEDURE FILE 4582.

Application by the City of Windsor, under Section 21 of "The Municipal Act," for annexation thereto of part of the Township of Sandwich West. (Petition by A. Quintin, *et al.*)

Nov. 23rd. Petition, Resolution of City Council and other material filed.

Dec. 19th. Hearing, pursuant to appointment, Council Chamber, City Hall, Windsor, 11 a.m.: 11.45 a.m. to 12.45 p.m. Application granted provided that Windsor City Council of 1918 do not proceed to rescind (in the month of January, 1918) the Resolution of Expediency filed.

## PROCEDURE FILE 4591.

(See P.F.F. 4042, 4123-4 and P. 279.)

Application by the Township of York, under Section 5, Chap. 100, Ontario Statutes, 1916, for certificate approving the construction, maintenance and operation of a main or waterpipe to be used as a trunk main and a service pipe in Rogers Road, Lambton Ave. and Dufferin St., Section "A," and St. John's Road, Section "B," Township of York.

Dec. 5th. Application and material filed.

Dec. 21st. Hearing, pursuant to appointment, 11 a.m.: 11.35 a.m. to 12 m., at Board's Chambers. Application granted. Certified copies of approvals of Provincial Board of Health and Toronto Commissioner of Works to be filed or such approvals proved by affidavit or declaration. (See reporter's notes.)

## PROCEDURE FILE 4598.

In the matter of the application of the Village of Port Colborne, under Section 20 of "The Municipal Act," for erection of the said Village into a Town.

Dec. 12th. Application filed.

Dec. 28th. Hearing, pursuant to appointment, 11 a.m. to 12 m., at Board's Chambers. Application granted.



## PROCEDURE FILE 4599.

The Board of Commissioners for the Telephone System of the Municipality of  
Brighton,

vs.

The Board of Commissioners for the Telephone System of the Municipality of  
Percy.

(Complaint under Sections 13 and 26 (1) of "The Ontario Telephone Act" as to erection by Respondent of poles and wires in the Township of Brighton upon and along the same highway upon and along which the pole leads of the Applicant are already erected contrary to the provisions of Sections 13 and 26 (1).

Dec. 13th. Application filed.

Dec. 22nd. Hearing, pursuant to appointment, 1 p.m.: 2 to 4.15 p.m., Town Hall, Brighton. Judgment reserved to afford the Council of the Township of Brighton an opportunity of dealing with this matter. Commissioners to report as to use of poles for either temporary or permanent arrangement, or both.

## PROCEDURE FILE 4600.

In the matter of the petition of D. A. Gordon, *et al*, under Section 9 of "The Local Improvement Act" (R.S.O., Chap. 193) as amended, against the widening and extension of the alley next south of the River Detroit, City of Windsor, from the easterly side of Ouelette St. westerly to Ferry St., as a local improvement.

Dec. 14th. Petition filed.

Dec. 19th. Hearing, pursuant to appointment, 11 a.m., Council Chamber, City Hall, Windsor. Adjourned *sine die* at request of Counsel.

## LIST OF APPLICATIONS IN RESPECT OF PROVINCIAL RAILWAYS DURING 1917.

- Amherstburg—Change of location of tracks of S. W. & A. Railway.
- American Cyanamid Co. of Niagara Falls—Construction of double line of railway tracks for switching purposes, across "Stone Road," Township Stamford, between Lots 74 and 76.
- Berlin & Northern Railway—Chas. E. Witter, *et al*, vs., *re* service.
- Bessey, H. R.—Expropriation of lands of, to improve highway crossing by Toronto Suburban Railway at Lot 19, Con. VII and VIII, Township Esquesing, Co. Halton.
- Classification, General, to govern freight tariffs (supplements Nos. 1, 3, 4, 5, 7 and 8), approval of.
- "Canadian Car Service Rules," approved.
- Chargés—Demurrage on freight cars.
- Cornwall Street Railway, Light & Power Co.—Appointment Wm. Hodge to prepare and issue tariffs of tolls.
- Cornwall Street Railway, Light & Power Co.—Approval Standard Freight Mileage Tariff (O.R.B. No. 1).
- Canadian Freight Classification No. 17 (supplement No. 1), Toronto & York Radial Railway—Approval of.
- Classification, General, to govern freight tariffs (supplement No. 9), Toronto and York Radial Railway, approval of.
- Catfish Pond Construction Line—Erection of by City of Toronto, across tracks of Toronto & York Radial Railway Company on Lake Shore Road.
- Canadian Freight Classification (supplement No. 10), cancelling and superseding supplements Nos. 1, 3, 4, 5, 6a, 7, 8 and 9.
- Classification, Canadian Freight (supplement No. 10), cancelling and superseding supplements Nos. 1, 3, 4, 5, 6a, 7, 8 and 9.
- Delay—Unloading freight cars, charges for.
- Demurrage—Charges on freight cars.
- Don Esplanade—Construction double electric railway line east of, by City of Toronto.
- Doon Twines, Ltd., vs. Kitchener—Railway service.
- Essex, Co. of, vs. Sandwich, Windsor & Amherstburg Railway Co.—Air brakes and sanitary conveniences.
- Etobicoke, Township of, *et al*—Toronto & Hamilton Highway Commission, vs.—Removal of certain portions of track of Toronto & York Radial Railway Co., between Mimico and New Toronto and Humber River.
- Esquesing, Township of—Expropriation of lands of H. R. Bessey, to improve highway crossing of Toronto Suburban Railway, at Lot 19, Con. VII.
- Etobicoke, Township of—Petition J. A. L. McPherson, *et al*, for protection of crossings of Toronto Suburban Railway, particularly at Canning Ave., Islington.
- Freight Traffic—Approval general classification to govern tariffs, Supplements Nos. 1, 3, 4, 5, 7 and 8.
- Freight—Demurrage charges on cars.
- Freight—Classification, No. 17, Supplement No. 1, Toronto & York Radial Railway—approval of.
- Fort William and The Public Utilities Commission of Port Arthur—Approval Passenger Tariff, Port Arthur & Fort William Electric Street Railway.
- Freight Traffic—Approval general classification to govern tariffs, Supplement No. 9.
- Fort William—Approval of operation of One Man P-A-Y-E car.
- Freight Classification (Canadian)—Approval Supplement No. 10, cancelling and superseding Supplements Nos. 1, 3, 4, 5, 6a, 7, 8, and 9.
- Galt, Preston & Hespeler Railway—Inspection of in Kitchener *re* accident to James Gancie.
- Gancie, Jas.—Accident to, Galt, Preston & Hespeler and Preston & Berlin Street Railway, in Kitchener.
- General Classification to Govern Freight Tariffs—Approval of Supplements Nos. 1, 2, 3, 4, 5, 7 and 8.
- Guelph Radial Railway Co.—Approval By-law authorizing A. H. Foster, Manager, to prepare and issue tariffs of tolls.
- Guelph Radial Railway Co.—Approval Standard Freight Mileage Tariff, O.R.B. No. 1.
- Galt, Preston & Hespeler Railway Co.—Approval Standard Passenger Tariff.
- Galt, Preston & Hespeler Railway Co.—Approval Standard Freight Tariff.
- General classification to govern freight tariffs—Approval of, Supplement No. 9.
- Guelph Radial Railway Co.—Plans and Agreements for connection with Toronto Suburban Railway.
- Hamilton, Grimsby & Beamsville Electric Railway Co.—Approval Standard Freight Mileage Tariff.
- Hamilton, Grimsby & Beamsville Electric Railway Co.—Approval Standard Passenger Tariff.



- Hamilton & Dundas Electric Railway Co.—Approval Standard Passenger Tariff.
- Humberstone, Thos. A., and others—Petition for operation of Sunday car on Metropolitan Division of Toronto & York Radial Railway, between Richmond Hill and Toronto.
- Huntsville & Lake of Bays Railway Co.—Approval Standard Freight Mileage Tariff, O.R.B. No. 1.
- Hamilton & Barton Incline Railway Co.—Approval Passenger and Conveyance Tariffs.
- Hydro-Electric Power Commission—Approval sale of assets of Ontario West Shore Railway to.
- Hamilton & Barton Incline Railway Co.—Approval H. B. Browne to prepare and issue tariffs of tolls.
- Huntsville & Lake of Bays Railway Co.—Approval Standard Passenger Tariff, O.R.B. No. 1.
- Hamilton Street Railway Co.—Approval design P-A-Y-E cars.
- Hamilton & Dundas Street Railway Co.—Approval plans proposed shelter and location thereof, at West Hamilton.
- International Railway Co. (Niagara Falls Park & River Division)—Approval Bernard Whalen as Examiner of Motormen.
- International Railway Co.—Approval W. J. Whiteside, Traffic Agent, to prepare and issue tariffs of tolls.
- International Railway Co.—Approval Standard Freight Mileage Tariff of maximum freight tolls, O.R.B. No. 1.
- Islington—Petition of J. A. L. McPherson, *et al*, for protection of crossing of Toronto Suburban Railway at Canning Ave., and other crossings in Township Etobicoke.
- International Transit Co., Ltd.—Approval C. O. Weldon, Superintendent, as Examiner of Motormen.
- International Transit Co.—Approval design of P-A-Y-E car.
- International Transit Co.—Approval rules, etc.
- Kitchener—Inspection Galt, Preston & Hespeler Railway, *re* accident to Jas. Gancie.
- Kitchener—Doon Twines, Ltd., vs., Railway service.
- London Street Railway Co.—Approval new passing switch on Richmond St. North, between Grosvenor and College Sts., London.
- London Street Railway Co.—Approval proposed changes in track layouts at York and Richmond Sts., and from that point to Bathurst and Richmond Sts.
- London, City of—Switch, Wharncliffe Highway, London Street Railway.
- Mimico, *et al*—Toronto & Hamilton Highway Commission vs. removal of certain portions of tracks of Toronto & York Radial Railway, between New Toronto and the Humber River.
- Murray, W. A.—Expropriation of lands of, by Toronto Suburban Railway Co., to improve highway crossing at Lot 19, Con. VI and VII, Township of Nassagaweya, County Halton.
- Macpherson, J. A. L., *et al*—Petition for protection of crossing at Canning Ave., Islington, and other crossings in Township Etobicoke, by Toronto Suburban Railway.
- Michigan Central Railway—Construction of switch by American Cyanamid Co., across "Stone Road," in Township Stamford, County Welland.
- New Toronto vs. Toronto & York Radial Railway Co.—Removal of tracks on north side of Lake Shore Road.
- Nassagaweya, Township of (County Halton)—Expropriation of lands of A. Young by Toronto Suburban Railway Co., to improve highway crossing at Lot 31, Con. VI and VII.
- Nassagaweya, Township of—Expropriation of lands of W. A. Murray by Toronto Suburban Railway Co., to improve highway crossing at Lot 31, Con. VI and VII.
- Ontario West Shore Railway Co.—Approval sale of assets to Hydro-Electric Power Commission.
- Port Credit vs. Toronto & Hamilton Highway Commission and Toronto & York Radial Co.—Change of grade of tracks (Mimico Division).
- Preston & Berlin Street Railway—Inspection of in Kitchener, *re* accident to Jas Gancie.
- Pape Ave. Extension—Toronto Railway.
- Port Arthur, Public Utilities Commission of—Approval Daniel Reid as Examiner of Motormen for Civic Railway.
- Port Arthur, Public Utilities Commission of, and Fort William—Approval Passenger Tariff Port Arthur and Fort William Electric Street Railway.
- Port Arthur, Public Utilities Commission of—Approval plan, etc., *re* construction electric railway bridge over McIntyre River on Fort William Road.
- Sandwich, Windsor & Amherstburg Railway Co.—Approval Standard Freight Mileage Tariff (O.R.B. No. 1).
- Sandwich, Windsor & Amherstburg Railway Co.—County of Essex vs. air brakes and sanitary conveniences.

- Sudbury-Copper Cliff Suburban Electric Railway Co.—Approval details of reinforcement Nelson St. bridge, Sudbury.
- Stothers, Thos. (Trustee, Ontario West Shore Railway)—Approval sale of assets to Hydro-Electric Power Commission.
- Sandwich, Windsor & Amherstburg Railway Co.—Approval plans, change of location of tracks in Amherstburg.
- Sandwich, Windsor & Amherstburg Railway Co.—Approval plans, etc., extension on Ottawa St., Walkerville.
- Stamford, Township of (County Welland)—Construction of double line of railway, by American Cyanamid Co. of Niagara Falls, for switching purposes, across "Stone Road," between Lots 74 and 76.
- Toronto, City of—Erection Catfish Pond Construction Line across tracks of Toronto & York Radial Railway Co., Lake Shore Road.
- Toronto, City of—Construction double track Electric Railway, to be operated by Toronto Railway Co., between Queen Street and Harbor Commission Industrial District in Ashbridge's Bay (Don Esplanade).
- Toronto vs. Toronto Railway Co.—Operation of car service.
- Toronto—Opening for traffic, Ashbridge's Bay Industrial Line.
- Toronto vs. Toronto Suburban Railway Co.—For payment of protection of Davenport Road Crossing.
- Toronto & York Radial Railway Co.—Port Credit vs. Toronto & Hamilton Highway Commission and,—change of grade of tracks of Railway Co., Mimico Division.
- Toronto & York Radial Railway Co.—General classification to govern freight tariffs (Supplements 1, 2, 3, 4, 5, 7 and 8), approval of.
- Toronto & York Radial Railway Co.—Approval Standard Freight Mileage Tariff (O.R.B. No. 1).
- Toronto & York Radial Railway Co.—Petition of Thos. A. Humberston and others for operation on Metropolitan Division of Sunday car between Richmond Hill and City Terminal.
- Toronto & York Radial Railway Co.—Approval Canadian Freight Classification No. 17 and Supplement No. 1, thereto.
- Toronto & York Radial Railway Co.—Erection by City of Toronto of Catfish Pond Construction Line, across (Lake Shore Road) tracks of.
- Toronto & York Radial Railway Co.—New Toronto vs. removal of tracks on Lake Shore Road from north side of highway.
- Toronto & York Radial Railway Co.—General classification to govern freight tariffs (Supplement No. 9), approval of.
- Toronto & York Radial Railway Co., *et al*—Toronto & Hamilton Highway Commission, vs. removal of certain portions of track on Lake Shore Road, between New Toronto and Mimico and Humber River.
- Toronto Railway Co.—Construction double track electric railway by City of Toronto, to be operated by Railway Co., between Queen St. and Harbor Commission, Industrial District in Ashbridge's Bay (Don Esplanade).
- Toronto Railway Co.—Mediation *re* threatened strike by employees.
- Toronto Railway Co., City of Toronto, vs.—Operation of car service.
- Toronto Railway Co.—Opening for traffic, Ashbridge's Bay Industrial Line.
- Toronto Suburban Railway Co.—Revision of Davenport-Weston Line, southerly from mile 3.66 to 6.27.
- Toronto Suburban Railway Co.—Opening for traffic Toronto-Guelph line.
- Toronto Suburban Railway Co.—Approval Standard Passenger Tariff, Lambton-Guelph Division.
- Toronto Suburban Railway Co.—Approval By-law authorizing Geo. C. Royce and R. B. Henderson to prepare and issue tariffs of tolls.
- Toronto Suburban Railway Co.—Approval Wm. John Radford as Examiner of Motormen.
- Toronto Suburban Railway Co.—Expropriation of lands of H. R. Bessey (N.E. half Lot 19, Con. VII), to improve highway crossing at Lot 19, Con. VII and VIII, Township Esquesing, County Halton.
- Toronto Suburban Railway Co.—Expropriation of lands of A. Young (N.E. half Lot 31, Con. VI), to improve highway crossing at Lot 19, Con. VI and VII, Township Nassagaweya, County Halton.
- Toronto Suburban Railway Co.—Expropriation of lands of W. A. Murray (S.W. half Lot 31, Con. VII), to improve highway crossing at Lot 19, Con. VI and VII, Township Nassagaweya, County Halton.
- Toronto Suburban Railway Co.—Petition of J. A. L. Macpherson, *et al*, for protection of crossing at Canning Ave., Islington, and of other crossings in Township Etobicoke.
- Toronto Suburban Railway Co.—Approval design, of P-A-Y-E car.
- Toronto Suburban Railway Co.—Approval plans and 2 Agreements for connection with Guelph Radial Railway.



- Toronto Suburban Railway Co.—Approval Standard Express Tariff (O.R.B. No. 1).
- Toronto Suburban Railway Co.—Approval Merchandise Receipt Form, Ex. 7, and Book Merchandise Receipt Form Ex. 2.
- Toronto Suburban Railway Co.—Approval Special Express Tariff (O.R.B. No. 2).
- Toronto Suburban Railway Co.—Toronto vs. payment of cost of protection Davenport Road crossing.
- Toronto Civic Railway—Approval construction extension Bloor St. car line.
- Toronto Civic Railway—Opening for traffic extension Bloor St. car line, Quebec Avenue to Runnymede Road.
- Toronto & Hamilton Highway Commission and Toronto & York Radial Railway Co.—Port Credit vs. change of grade of tracks, Mimico Division.
- Traffic, Freight—Approval general classification to govern tariffs.
- Tariffs, Freight Traffic—Approval general classification to govern.
- Tolls, Freight Traffic—Approval general classification to govern.
- Toronto & Hamilton Highway Commission vs. Mimico, *et al*—Removal of certain portions of tracks of Toronto & York Radial Railway Co., between New Toronto and Mimico and Humber River.
- Toronto & Hamilton Highway Commission—New Toronto vs. Toronto & York Radial Railway, removal of tracks on Lake Shore Road, from north side of highway.
- Toronto Harbor Commissioners—Opening for traffic, Ashbridge's Bay Industrial Line.
- Traffic, Freight—Approval classification Supplement No. 10, cancelling and superseding supplements Nos. 1, 3, 4, 5, 6a, 7, 8 and 9.
- Tariffs—Approval freight classification, Supplement No. 10, cancelling and superseding Supplements Nos. 1, 3, 4, 5, 6a, 7, 8 and 9.
- Tolls—Approval freight classification, Supplement No. 10, cancelling and superseding Supplements Nos. 1, 3, 4, 5, 6a, 7, 8 and 9.
- Thurlow Railway Co.—Approval By-law authorizing H. L. Doble, Secretary, to prepare and issue tariffs of tolls.
- Windsor & Tecumseh Electric Railway Co.—Approval proposed spur at intersection of Ottawa St. and Walker Road, in Town of Walkerville.
- Walkerville—Approval proposed spur, Windsor & Tecumseh Electric Railway, at intersection of Ottawa St. and Walker Road.
- Witter, Chas. E., *et al*, vs. Berlin & Northern Railway Co., *re* service.
- West Hamilton—Approval plans for shelter (Hamilton & Dundas Street Railway Co.), and location thereof.
- Walkerville—Extension of Sandwich, Windsor & Amherstburg Railway on Ottawa St.
- York, County of, *et al*—Toronto & Hamilton Highway Commission vs. removal of certain portions of tracks of Toronto & York Radial Co., between New Toronto and Mimico and the Humber River.
- Young, A., Expropriation of lands of, by Toronto Suburban Railway Co., to improve highway crossing at Lot 19, Con. VI and VII, Township Nassagaweya, County Halton.

## APPLICATIONS TO THE BOARD FOR VALIDATION OF BY-LAWS UNDER SECTION 295 OF "THE MUNICIPAL ACT."

(Abbreviation "I.C." means Irregularities Cured. Abbreviation "I." means Irregularities not Cured.)

Municipality.	No. of By-law.	Purpose.	Amount.
Alexandria .....	254	Sewers .....	\$1,150 00
Brantford, Tp. of .....	719	School Building .....	10,000 00 (I.C.)
Barton, Tp. of .....	1065	Public School Purposes, S.S. No. 8 .....	27,000 00
Barton, Tp. of .....	1066	Public School Purposes, S.S. No. 3 .....	12,000 00
Bruce Mines .....	113	Public School Purposes .....	3,500 00
Bruce Mines .....	114	Fire Engine, etc., and Fire Hall .....	5,000 00
Chapple, Municipality of .....	210	Establishment of Telephone System .....	11,000 00
Durham .....	684	Balance of Purchase, etc., of Electric Light and Power Plant .....	5,000 00 (I.C.)
Drayton .....	317	Electric Distribution Plant .....	9,500 00 (I.C.)
Eastview .....	274 (Con.)	Local Improvements .....	5,697 00
Elmira .....	392	Bonus Loan to The Elmira Machinery & Transmission Co., Ltd. ....	15,000 00
Eastview .....	287	Paving on Overton St. ....	3,400 00
Eastview .....	291 (Con.)	Sidewalks .....	6,350 00
Grimsby .....	419	Bonus Loan to Metal Craft Co. ....	6,000 00 (I.C.)
Galt .....	1448	Local Improvements (Pavements) .....	17,661 36
Galt .....	1449	Local Improvements (Ornamental Street Lighting) .....	5,575 15
Galt .....	1342	Local Improvement (Sidewalk) .....	170 10 (I.C.)
Hilliard, Tp. of .....	89	Public School Purposes .....	1,200 00 (I.C.)
Halton, Co. of .....	428	Highways .....	74,000 00 (I.C.)
Hanover .....	242	Hydro-Electric Power Distribution Plant .....	40,000 00 (I.C.)
Hensall .....	3 (1916)	Hydro-Electric Power Distribution Plant .....	10,000 00 (I.C.)
Kingsville .....	321	Improvements to Waterworks Pumping Plant ..	16,000 00 (I.C.)
London .....	5443	Local Improvements (Sewers) .....	70,268 07 (I.C.)
Listowel .....	699	Public and High School Purposes .....	20,000 00 (I.C.)
Merrickville .....	355	Bonus Loan to Rideau Power Co., Ltd. ....	28,228 27 (I.C.)
Maryborough, Tp. of .....	712	Hydro-Electric Power Distribution Plant in Police Village of Moorefield .....	4,500 00
Niagara .....	752	Waterworks Extensions .....	20,750 00 (I.C.)
North Bay .....	503	Bonus to North Bay Toy Co., Ltd. ....	15,000 00 (I.C.)
Norfolk, Co. of .....	436	Patriotic Purposes .....	75,000 00
North Bay .....	511	Local Improvements (Sidewalks) .....	9,155 84 (I.C.)
North Bay .....	512	Local Improvements (Sanitary Sewers) .....	28,317 10 (I.C.)
New Liskeard .....	380	Waterworks Improvements .....	6,000 00
Ottawa .....	4313	Patriotic Purposes .....	10,000 00
Ottawa .....	4314	Patriotic Purposes .....	5,000 00
Oakville .....	526	Pavement .....	1,603 00 (I.C.)
Oakville .....	532	Construction of Drains .....	16,300 00 (I.C.)



(Abbreviation "I.C." means Irregularities Cured. Abbreviation "I." means Irregularities not Cured.)

Municipality.

No. of By-law.

Amount.

Ottawa (Portion of)	3487	Local Improvements	3,893 33
Ottawa	4440	Local Improvements (Sidewalks and Pavements)	38,335 54
Ottawa	4445 (Con.)	Local Improvements (Pavements)	231,791 90
Oakville	549	Local Improvements (Pavements)	23,563 97 (I.C.)
Ottawa	4464	Grant to British Red Cross Society, and Order of St. John of Jerusalem	10,000 00
Point Edward	632	Lighting Plant	7,000 00 (I.C.)
Preston	711	Sewers	18,205 68 (I.C.)
Prescott and Russell, Counties of	717	Bridges and Highways	50,000 00
Plummer, Additional, Tp. of	153	Public School Purposes	2,800 00
Renfrew	739	Waterworks Extensions	4,000 00
Renfrew	742	Electric Light Extensions	6,000 00
Renfrew	749	Power Development	3,628 81 (I.C.)
Renfrew	770	Sewers	4,324 20 (I.C.)
Renfrew	771	Waterworks Extensions	4,991 94 (I.C.)
Renfrew	767 (Con.)	Local Improvements	2,217 59
Sandwich	657 (Con.)	Local Improvements	5,428 12
Sandwich	676 (Con.)	Local Improvements	25,287 03
Sandwich	659 (Con.)	Local Improvements	5,659 28 (I.C.)
Sandwich	682 (Con.)	Local Improvements	15,358 18 (I.C.)
Sandwich	664 (Con.)	Local Improvements	8,893 72
Sandwich	693 (Con.)	Local Improvements	4,342 75 (I.C.)
Smith's Falls	1281 (Con.)	Local Improvements	5,794 18 (I.C.)
Shallow Lake	96	Bonus Loan to Richard Caesar Woodworking Co.	4,000 00 (I.C.)
Stouffville	358	School Site and Building	30,000 00
St. Catharines	3052	Public School Purposes	28,000 00
St. Catharines	3090	Balance of Cost of Burgoyne Bridge	110,000 00 (I.C.)
St. Catharines	3096	Local Improvements	4,597 88 (I.C.)
Smith's Falls	1302	Purchase of 2 Electric Plants	135,000 00 (I.C.)
Tara	284 (1915)	Hydro-Electric Power Distribution Plant	7,500 00 (I.C.)
Tisdale, Tp. of	102	School Site, etc., S.S. No. 1	25,000 00
Tisdale, Tp. of	103	School Site, etc., S.S. No. 2	10,000 00
Tisdale, Tp. of	116	Public School, etc., S.S. No. 1	10,000 00
Tisdale, Tp. of	122	Purposes of Public School Board, S.S. No. 2	10,000 00
Tisdale, Tp. of	141	Purposes of Public School Board, S.S. No. 1	23,000 00
Thessalon	12 (1917)	School Purposes in Union S.S. No. 1	2,750 00 (I.C.)
Windsor	2085	Concrete Sidewalks	22,000 00 (I.C.)
Welland	945	Extension, etc., of Hydro-Electric Power System	40,000 00

Total .....\$1,538,689 99

LIST OF BY-LAWS APPROVED BY THE BOARD UNDER SUBSECTION 3 OF  
SECTION 400 OF "THE MUNICIPAL ACT."

Municipality.	By-law. No.	Purpose.	Amount.
Bolton .....	526	Extension to Electric Distribution System .....	\$3,000 00
Burlington .....	344	Waterworks Extensions .....	17,338 81
Brantford .....	1422	Waterworks Extensions .....	100,000 00
Chatham .....	1243	Waterworks Extensions .....	16,000 00
Chatham .....	1272	Extensions to Electric Power Distribution Plant .....	45,000 00
Campbellford .....	626	Extensions to Electric Light Plant .....	19,000 00
Chesley .....	648	Extensions to Hydro-Electric Power System .....	5,000 00
Chesley .....	649	Waterworks Extensions .....	3,000 00
Grimsby .....	432	Waterworks Extensions .....	17,500 00
Hamilton .....	2018	Waterworks Extensions .....	22,860 00
Hamilton .....	1985	Extensions to Hydro-Electric System .....	180,000 00
Kingston .....	31 (1917)	Extensions to Gas Work .....	57,000 00
Listowel .....	712	Electric Light Extensions ....	4,000 00
Leamington .....	832	Extensions to Natural Gas System .....	2,700 00
Leamington .....	831	Waterworks Extensions .....	22,752 00
Massey .....	164	Waterworks Extensions .....	1,500 00
New Liskeard .....	380	Waterworks Extensions .....	6,000 00
New Toronto .....	161	Waterworks Extensions .....	50,000 00
Oakville .....	547	Extensions and improvements to Electric Light and Waterworks Systems ....	20,000 00
Port Credit .....	58	Extensions to Hydro-Electric System .....	1,000 00
Prescott .....	717	Sewerage Extensions .....	3,000 00
Petrolia .....	1085	Extensions to Hydro-Electric System .....	15,000 00
Renfrew .....	770	Extension of Sewers .....	4,324 20
Renfrew .....	771	Waterworks Extensions .....	4,991 94
Renfrew .....	778	Extensions to Hydro-Electric System .....	100,000 00
Renfrew .....	796	Waterworks Extensions .....	4,441 74
Renfrew .....	797	Waterworks Extensions .....	7,300 00
Smith's Falls .....	1255	Extensions to Sewer and Waterworks Systems .....	14,900 00
Smith's Falls .....	1268	Extensions of Sewers .....	15,585 00
St. Mary's .....	303	Extensions and Improvements to Waterworks System ....	12,500 00
St. Mary's .....	345	Extensions to Waterworks and Electric Light Systems ....	6,000 00
St. Catharines .....	3087	Extensions to Hydro-Electric System .....	25,000 00
St. Mary's .....	355	To repay temporary loans for expenditure made in 1916, 1917 and 1918 .....	4,700 00
Stratford .....	2416	Extensions to Electric System .....	30,000 00
Toronto .....	7875	Extensions to Electric Power Distribution Plant .....	736,000 00
Welland .....	945	Extensions to Hydro-Electric Power System .....	40,000 00
Windsor .....	2151	Extensions to Hydro-Electric Power System .....	50,000 00
Walkerville .....	681	Extensions to Hydro-Electric Power System .....	38,000 00
Total .....			\$1,705,393 69



ALPHABETICAL LIST OF APPLICATIONS FILED WITH THE BOARD FOR  
APPROVAL OF PLANS UNDER "THE LAND TITLES ACT."  
AS AMENDED.

Name of Owner.	Description of Property.
Aubry, W. ....	Part Lot 4, Con. III, Township of Neelon, District of Sudbury (amendment to part of Plan M52) "Aubryville" (Narrow Highway.)
Mackenzie, Mann & Co., Ltd. ....	Parts Lots 10 and 11, Con. VI, Tp. Capreol, District of Sudbury.
McCully, Geo. ....	Parts Lots 3, Con. VII and VIII, Township Freeman, District of Muskoka.
Sicard, Alphonse ....	Part Lot 7, Con. V, Tp. Merritt, District of Sudbury (Narrow Highway.)

ALPHABETICAL LIST OF APPLICATIONS TO THE BOARD FOR APPROVAL OF  
PLANS UNDER "THE PLANNING AND DEVELOPMENT ACT."  
(Chap. 44, Ontario Statutes, 1917).

Name of Owner.	Description of Property.
Benoit, Vital and Amede Gignac..	Part Farm Lot No. 35, Con. I, Tp. Sandwich West (Narrow Highway.)
Benoit, Vital and Amede Gignac..	Part Farm Lot No. 35, Con. I, Tp. Sandwich, West Ferry Park Subdivision.)
Battram, Benjamin .....	Part Lot 1, Con. IX, Tp. Yarmouth.
Bondy, Frank and Chas. Johnson.	Lot 2, Tp. Calvert, Reg. Plan, M3, District Temiskaming.
Chappus, A. ....	Part Lot 27, Con. I, Tp. of Sandwich West.
Chappus, A., and E. J. Condon ...	Part South half Farm Lot 26, Con. I, Township Sandwich West.
Dunker, H., & Son .....	Part Lots 57, 58 and 59, Hoffman's Survey, partly in the City of Kitchener and partly in the Town of Waterloo.
Ferguson, Jno. ....	Lots 17 to 20 (incl.), north side Shuter St., etc., Trenton (Narrow Highway).
Ferguson, Jno. ....	Lots 5 to 10 (incl.), and part 11, north-east side Marmora St., etc., Trenton (Narrow Highway).
Ferguson, Jno. ....	Lots 4 to 11 (incl.), and part 3, etc., north-east side Bocage St., Trenton (Narrow Highway).
Flatt, Wm. D. ....	Part Lots 4 and 5, Broken Front Concession, Tp. East Flamboro, known as "Glenhaven" (Narrow Highway).
Grieve, Jas. S., and Alonzo Tuttle.	Lot 4 and part Lot 3, Pomroy Survey, Ingersoll (Narrow Highway).
Gage, Frank <i>et al</i> .....	Addition to Delta Survey, Part Lot 6, Con. II, Tp. Barton, now in City of Hamilton (Narrow Highway).
Gundy & Gundy .....	Part Farm Lots 54 and 55, Con. I, Tp. Sandwich West (Narrow Highway).
Gundy & Gundy .....	Part of "The Mill Farm," etc., Con. I, Tp. Sandwich West, (Narrow Highway).
Holden, Wm. John .....	Lots 21, 22 and 23, west side Cedar St., and Lots 21, 22 and 23, east side Walnut St., Town of Collingwood (Narrow Highway).
Hough, Franklin A. ....	Part Farm Lot 30, Con. I, Tp. Sandwich West.
Jolie, Jos. H., <i>et al</i> .....	Part Farm Lots 30 and 31, etc., Con. I, Tp. Sandwich West.
Johnson, Chas. and Frank Bondy.	Lot 2, Reg. Plan M3, Tp. Calvert, District Temiskaming.
Koepfgen, L. A. ....	Gary, Annex, Ojibway (part Lot 26, Con. I, Tp. Sandwich West).
Macdonald, Jno. Duff, Estate of...	Park Lots 17 and 18 and part of Park Lots 14 and 16, Sir Allan MacNab's Survey, Hamilton (Narrow Highway).
Miron, Alex. ....	Lot 22, east side of West St., Trenton, (Narrow Highway),
Mitchell, W. A. ....	Part Lot 38, Lake Range, Tp. Saugeen, Co. Bruce (Narrow Highway).

Mills, Nathaniel .....	Deed of Land on Gerrard St., London (Narrow Highway).
Meloche, Jos., <i>et al</i> .....	Part north half Lot 32, Con. I, Tp. Sandwich West (Narrow Highway).
McCarron, Susan, <i>et al</i> .....	Part Lot 4, Con. II, Div. "G," Tp. Guelph (Narrow Highway).
Maclellan, Chas. ....	Part Park Lot No. 2, and Park Lot No. 5, shown on Lot No. 1a, Con. I, Tp. Murray, Town of Trenton (Narrow Highway).
Newman, Wm. ....	Part Lot 3, Plan 94, Tp. York, being part Lot 2, Con. II, from the Bay, Tp. York.
O'Brien, Henry, <i>et al</i> .....	Part Broken Lot No. I, Range, II, Tp. Oro, Co. Simcoe.
Pardom, Thos. H. ....	Private Right-of-Way, north side of Lots 1 to 14, inclusive, Plan 159; also part original Lot 2, Con. I, formerly Tp. Yarmouth, Village of Port Stanley.
Page, Arthur L., and Jules Robinet .....	<i>Re</i> subdivision of Lots 9, 10, 11 and 12, Reg. Plan 495, Con. I, Tp. Sandwich West.
Parry Sound Land Syndicate ....	Lot 30, Con. XI, Tp. Foley, District Parry Sound.
Price, Maud E. Gage, <i>et al</i> .....	Addition Delta Survey, Hamilton.
Robinet, Jules and Arthur L. Page .....	<i>Re</i> subdivision of Lots 9, 10, 11 and 12, Reg. Plan 495, Con. I, Tp. Sandwich West.
Ross, Maude E. ....	Part Lot 8, Con. I, Tp. Scarboro (Narrow Highway).
Scott, J. D., Estate of .....	Part Lot 7, Con. II, Tp. Barton, City of Hamilton (Narrow Highway).
Symmes, Herbert O., and Jno. H. ....	Part Lot 16, Reg. Plan 653, City of Niagara Falls, Co. Welland (Narrow Highway).
St. Andrew's Church, Ottawa .....	Approval Plan "Glebe," Ottawa (Narrow Highway).
Schumacher, Frederick .....	Part Schumacher, Town site, being part Veteran Lot, Lot 9, Con. II, Tp. Tisdale, District Temiskaming (Narrow Highway).
Schneider, J. M. ....	Part Lot 17, of German Co. Tract, City of Kitchener.
Tuttle, Alonzo, and Jas. S. Grieve .....	Lot 4 and part Lot 3, Pomroy Survey, Ingersoll (Narrow Highway).
Wardrope, E. S. MacD. ....	Park Lots 17 and 18, and part of Park Lots 14 and 16, Sir Allan MacNab's Survey, Hamilton (Narrow Highway).
Whittier, Harry F. ....	Part Block "E," MacLellan Block, Trenton (Narrow Highway).
Wirtz, R. J. ....	Part Farm Lot No. 33, Con. I, Tp. Sandwich West (Narrow Highway).
Willson, Frank B. ....	Part Lot 51, Tp. Thorold ("Beaver Dams Centre").

## MISCELLANEOUS MATTER.

## ANNEXATIONS.

(Sections 11 to 23, inclusive, of "The Municipal Act.")

- Port Rowan—Annexation to of part of the Township of South Walsingham (13 acres Water Lots).
- Windsor—Annexation to of part of the Township of Sandwich East.
- Port Stanley—Annexation to of part of the Township of Yarmouth.
- Sault Ste. Marie—Annexation to of the Town of Steelton.
- Windsor—Annexation to of part of the Township of Sandwich West.

## ARBITRATIONS.

- Steinwortzel, Michael, vs. Public Works Department of Ontario Compensation for lands taken for Veterinary College.

## ASSESSMENT APPEALS.

(Section 80 of "The Assessment Act.")

Walker, Hiram & Sons, Ltd., vs. Town of Walkerville .....	\$800,000 00
Hoshal, Chas. E., vs. Toronto (Hotel Teck) .....	22,500 00
King Edward Hotel Co., The, vs. Toronto .....	296,692 00



McGaw, Thos., Estate of, vs. Toronto (Queen's Hotel) .....	91,492 00
Toronto Hotel Co., Ltd., vs. Toronto (King Edward Hotel) .....	750,000 00
Nicholson, A. & G. Co., vs. Toronto (King St. Realty Co., Ltd.) .....	56,561 00
Goldstein, Wm. & Co., vs. Toronto (King St. Realty Co., Ltd.) .....	103,696 00
Fairweathers, Ltd., vs. Toronto (Fred. K. Compton) .....	383,760 00
Cawthra, Henry, Estate of, & Ellis Bros., vs. Toronto .....	379,374 00
Dunfield & Co., & Liggett's, Ltd. (Upper Canada Tract Society, <i>et al</i> , vs. Toronto) .....	341,575 00
Nelles, Ida M. & Chas. M. (Nelles Estate), vs. Toronto .....	314,600 00
Patterson Candy Co., Ltd. (Estate of Jas. B. Ryan), vs. Toronto .....	164,500 00
Holt, Renfrew & Co., Ltd. (Chas. Sheard) vs. Toronto .....	500,000 00
Wood, E. R., <i>et al</i> , vs. Toronto .....	142,750 00
Dorenwend Hair Co., of Toronto, Ltd. (Annie C. Davison, <i>et al</i> ), vs. Toronto .....	139,500 00
United Cigar Stores, Ltd. (Annie C. Davison, <i>et al</i> ), vs. Toronto .....	63,050 00
Lumsden Building (Estate of Jos. Cawthra), vs. Toronto .....	524,333 00
Hennessey Drug Stores, Ltd. (Wm. H. Cawthra), vs. Toronto .....	223,250 00
Matabanick Hotel Co., Ltd., vs. Haileybury .....	32,900 00
Vendome Hotel Co., Ltd., vs. Haileybury .....	25,000 00
Dempsay, S. J., vs. Cochrane .....	18,200 00
Union Trust Co., Ltd. (Liquidator for Superior Portland Cement Co.), vs. Orangeville .....	45,000 00
Jacobs & Bilsky, vs. Cobalt .....	46,000 00
East Middlesex Telephone Co., Ltd., vs. Township West Nissouri .....	5,964 00
Williams-Thomas, Ltd., vs. Ottawa .....	40,000 00
Total .....	\$5,510,697 00

## BRIDGES, PAYMENT FOR.

Toronto & Hamilton Highway Commission vs. Co. Halton,—Bronte River Bridge.
Toronto & Hamilton Highway Commission vs. Co. York,—Mimico Creek Bridge.
Toronto & Hamilton Highway Commission vs. Co. Peel,—Credit River Bridge.
Toronto & Hamilton Highway Commission vs. Co. Peel and Co. York,—Etobicoke River Bridge.

## BILLS, FINANCIAL.

(Referred to the Board under Rule 61a of the House.)

Penetanguishene .....	Bill No. 8, 1917.
Petrolia .....	Bill No. 37, 1917.
Stratford .....	Bill No. 14, 1917.
St. Catharines .....	Bill No. 43, 1917.

## EXTENSION OF TIME TO PASS BY-LAWS.

(Sec. 280 (5) of "The Municipal Act.")

Municipality of.	By-law No.	Purpose.	Amount.
Tara .....	284	Hydro-Electric Power Distribution Plant .....	\$7,500 00
New Toronto .....	133	Incinerator Plant, etc. ....	15,000 00
Grimsby .....	419	Bonus Loan to Metal Craft Co. ....	6,000 00
Orillia .....	666	Completion of Municipal Building ..	18,000 00
Durham .....	684	Balance due on Electric Light & Power Plant .....	5,000 00
Hanover .....	242	Hydro-Electric Power Distribution Plant .....	40,000 00
Smith's Falls .....	1302	Electric Power Plant.....	135,000 00
Total .....			\$226,500 00

EXTENSION DEBENTURE ISSUE PERIOD (MUNICIPAL BY-LAWS).

Section 288 (9) and (10) of "The Municipal Act."

Municipality of.	By-law No.	Purpose.	
Peterborough .....	1906	Electric Substation, etc.....	\$50,000 00

FUEL.

(Buying and Selling of by Municipalities under section 12 (2) of "The Municipal Amendment Act, 1917.")

Municipality.		Amount.
Peterborough .....	By-law No. 2027 .....	\$35,000 00
Ottawa .....	Proposed By-law to establish coal yard .....	60,000 00
Ottawa .....	Proposed By-law to purchase coal ....	100,000 00
Toronto .....	Proposed By-law to establish coal yard and purchase coal .....	250,000 00
Brantford .....	By-law No. 1419, to buy and sell fuel and food .....	50,000 00
London .....	Proposed By-law to establish fuel (coal) yard ..	25,000 00
Forest .....	Proposed By-law No. 478, to buy and sell coal .....	.....
Owen Sound .....	Proposed By-law No. 1831, for buying, storing and selling fuel .....	5,000 00
St. Catharines .....	Proposed By-law No. 3117, for buying, storing and selling fuel .....	5,000 00
	Food ..	2,000 00
Fergus .....	Proposed By-law for buying, storing and selling fuel .....	1,500 00
Belleville .....	Proposed By-law No. 2047, for buying, storing and selling fuel .....	25,000 00
Total .....		\$558,500 00

FORMS.

London, City of—Construction By-law, Local Improvements, Day Labor.  
Municipal Act, The—Forms 26 to 70, incl., approved under section 536 thereof.

HIGHWAY.

Toronto and Hamilton Highway—Widening of pavement from Toronto to O'Connor Road.  
Toronto and Hamilton Highway—Diversion of, east of Etobicoke River, easterly and northerly to Lake Shore Road, etc.

HIGHWAY, NARROW.

(4 Geo. V, Chap. 33, sec. 20.)

Toronto—Extension of Rosewell Ave., under By-law 1502 (North Toronto), and By-law 7426 (Toronto), as amended by By-law 7702.  
Montague, Township of—Extension of road across Lot 5, and part Lot 6, Con. IX, at width of 40 feet (By-law 249).  
Toronto—Laying out of Amroth Ave., under By-law 7561, at a width of 50 feet.  
Nepean, Township of—Approval By-law 843, as amended by 849, opening of highway at a width of 40 feet across part Lot 13, Con. V, R.F.  
Toronto—Widening and extension at varying widths of Don Crest Road (under By-law 6996).  
Hamilton—Extension Tisdale St., from Main to Aileen Place, under By-law 2032.  
Kitchener—Extension of Marten St., to Peter St., at a less width than 66 feet.  
West Hawkesbury, Township of—Approval By-law 104, establishing highway at width of 40 feet.



INTEREST INCREASE BY-LAWS.

(Applications under section 291 of "The Municipal Act.")

Municipality.	Interest Increase By-law.	Amended By-law.	Purpose.	Rate.	Amount.
Hespeler.....	350	349	Waterworks.....	5½ to 6%	\$14,000 00
St. Catharines .....	3093	3052	Public School Pur- poses.....	5 to 5½%	28,000 00
Chatham .....	1355	1266	Aid to Can. Patriotic Fund.....	5½ to 6%	26,000 00
Chatham .....	1356	1243	Waterworks Exten- sions.....	5½ to 6%	16,600 00
Chatham .....	1357	1272	Extensions to Elec- tric Power Plant..	5½ to 6%	45,000 00
Chatham .....	1358	1339	Aid to Can. Patriotic Fund, 1917.....	5½ to 6%	60,000 00
Oakville.....	553	547	Waterworks and Electric Light Ex- tension .....	5½ to 6%	20,000 00
Oakville.....	554	549	Local Improvements.	5½ to 6%	23,563 97
Lanark, Co. of .....	825	812	Highways.....	5 to 6%	50,000 00
Chatham .....	1372 to 1393 incl. & 1394	1290 to 1311 and 1313	Local Improvements.	5½ to 6%	27,175 37
Total.....				.....	\$310,339 34

INCORPORATIONS.

Port Colborne, erection into a Town.

LICENSE FEE.

(Approval of, under section 406a (c) of "The Municipal Act," as amended.)

London—To users of certain wheeled vehicles.

LOCAL IMPROVEMENTS.

(Approval amending By-law to carry out part only of Work.)

(Section 18a of "Local Improvement Act.")

- Toronto—Extension of Rosewell Ave. (under By-law 1502 (North Toronto), and By-law 7426 (Toronto), as amended by By-law 7702.
- Toronto—Widening of Bay and Queen Sts., at their intersection (under By-laws 7083 and 7120), as amended by By-law 7886.
- Toronto—Opening of Duplex Ave. (under By-law No. 6814, and acquiring lands therefor, By-law No. 6925), as amended by By-law 7871.

LOCAL IMPROVEMENTS, PETITIONS AGAINST.

(Section 9 of "The Local Improvement Act.")

- Ottawa—Petition Twin City Ice Co., Ltd., *et al*, against construction of concrete side-walk on South side of Water St., from end of present walk to St. Joseph St.
- Ottawa—Petition Wm. Northwood, *et al*, against construction of asphalt macadam sur-face on Chapel St., between Laurier Ave. and Osgoode St.

Sandwich West, Tp. of—Petition of F. Boismier, *et al*, against construction of pavement on River Road.  
Windsor—Petition of D. A. Gordon, *et al*, against widening and extension of Alley between Ferry St. and Ouelette St.  
Ottawa—Petition of Francis Williams (sole owner), against opening of 66-foot drive along Rideau River, from Main St., to south limit of Williams property.

PUBLIC UTILITIES.

(Chap. 204, R.S.O., 1914.)

Hamilton, vs. United Gas & Fuel Co. of Hamilton.—Performance of Agreement.  
Essex Border Utilities Commission.—Apportionment of cost of Sewerage Disposal Plant.  
Essex Border Utilities Commission and Windsor.—Apportionment of cost of Sewerage Disposal Plant.  
Barton, Township of, vs. Manufacturers Natural Gas. Co., Ltd.—For Gas Supply.  
Barton, Township of, vs. Dominion Natural Gas. Co., Ltd.—For Gas Supply.  
Wentworth, County of, vs. Manufacturers Natural Gas Co., Ltd.—For Gas Supply.

SINKING FUNDS INVESTMENT BY-LAWS.

(Section 303 of "The Municipal Act.")

Municipality.	Sinking Fund By-law.	Debenture By-law.	Amount.
			\$ c.
Ottawa.....	....	4313	15,000 00
Ottawa.....	4384	3487 (portion of)	3,490 76
Welland.....	965	945	34,000 00
Galt.....	1457	1232, 763, 1087 and 830	6,000 00
Ottawa.....	4460	4440 and 4445	270,127 44
Galt.....	1460	1448	17,661 36
Galt.....	1461	1449	5,575 15
Ottawa.....	4484	4464	10,000 00
Total.....	.....	.....	\$361,854 71

VILLAGES ERECTED INTO TOWNS.

(Sec. 20 of "The Municipal Act.")

Port Colborne—Erection into a Town.

WATER SUPPLY.

Township of York—Establishment of Waterworks System in part of (Section "A").  
Township of York—Establishment of Waterworks System in part of (Section "B").  
Township of York—Approval By-law 4452, for construction, etc., of Waterworks System in part of (Rogers Road, Lambton Ave., and Dufferin St. (Section "A"), and St. John's Road (Section "B") ).

WORKS ORDERED BY DOMINION AND ONTARIO RAILWAY BOARDS.

(Approval By-laws for, under section 289 (2), (f), of "The Municipal Act.")

Toronto—By-law 7820 (Dominion) .....	\$212,000 00
Toronto—By-law 7823 (Dominion) .....	636,000 00
Toronto—By-law 7835 (Dominion) .....	106,000 00
Toronto—By-law 7836 (Dominion) .....	89,000 00
Total . . . . .	\$1,043,000 00



LIST OF APPLICATIONS TO THE BOARD UNDER "THE ONTARIO  
TELEPHONE ACT."

Amaranth Telephone Association, vs. Robert Henry Edgar .....	Paralleling by Respondent, without Board's consent, of pole leads of Applicant's System.
Amaranth Co-operative Telephone Association .....	Approval of Agreement for sale of plant, business and assets to The East Luther Telephone Co., Ltd.
Assiginac, Township of .....	Approval By-law 365—use of highways to Manitoulin Island Rural Telephone Co., Ltd.
Armstrong Telephone Co., Ltd. ....	Use of highways in unorganized Township of Armstrong.
Acorn Telephone Association, Ltd. ....	Approval By-law 266, Township Bromley, use of highways to.
Acorn Telephone Association, Ltd. ....	Approval By-law 184, Township Westmeath—use of certain highways to.
Acorn Telephone Association, Ltd. ....	Approval By-law 349, Township Ross—use of certain highways to.
Aldborough, Township of .....	Approval By-law 1121—use of highways to The Dunwich & Dutton Telephone Co., Ltd.
Beeton Telephone Co., Ltd. ....	Use of Depreciation Fund for additions and extensions to Telephone System.
Berwick Line, The (operated by Robt. Henry Edgar) .....	Paralleling of pole leads of by East Luther Telephone Co.
Bell Telephone Co., Ltd. ....	Sale of plant, business and assets of Ottawa Valley Rural Telephone Co., to.
Bromley, Township of .....	Approval By-law 259—use of highways to Evergreen Telephone Co., Ltd.
Beckwith & Montague Rural Telephone Co., Ltd. ....	Jas. Martin, <i>et al</i> , telephone service by Glenview Telephone Co., to applicants, and erection of poles, Township Montague.
Beeton Telephone Co., Ltd. ....	Authority to expend Depreciation Fund on extensions.
Bolton Telephone Co., Ltd. ....	Increase in annual charges.
Barrie Island Telephone Co., Ltd. ....	Approval By-law 147, Township Gordon—use of highways to.
Bell Telephone Co., Ltd. ....	Sale to Township of Flos of certain poles and other equipment in Townships Flos and Medonte, on Town Lines of Flos and Tiny, and Tiny and Medonte.
Beatty, Dr. A. C. ....	Approval Agreement for interchange of telephone service with Wm. Wright.
Beatty, Dr. A. C. ....	Increase in charge for telephone service.
Beatty, Dr. A. C. ....	Approval Agreement for intercommunication, etc., with Jos. Coulson and The Port Hope Telephone Co., Ltd.
Beeton Telephone Co., Ltd., <i>et al</i> .....	Wm. T. Grant, vs. telephone service.
Bruce, Township of .....	Approval By-law 234, providing for issue of new debentures in respect of Bruce Municipal Telephone System.
Belmont Telephone Co-operative Association, Ltd. ....	Interchange of service with South Malahide Telephone Co., Ltd
Beaver Valley Municipal Telephone System, Board of Commissioners of, vs. Township Euphrasia .....	For statement of account.
Barrie Island Telephone Co., Ltd. ....	Use of highways in unorganized Township Barrie Island, District Manitoulin.
Bell Telephone Co., Ltd. ....	Transfer of Agreement of Sept. 24th, 1914, with Adelard Chenier, to Rudolph Victor Tremblay.
Bowman, Elhanan .....	J. M. Storar, <i>et al</i> , vs.—Investigation <i>re</i> telephone service by Respondent.

Bracebridge-Muskoka Lakes Telephone Co., Ltd. ....	Purchase of plant in Township Medora and Wood by said Corporation.
Bromley, Township of .....	Approval By-law 266—use of highways to the Acorn Telephone Association, Ltd.
Bowman, Elhanan .....	Increase in charges for telephone service.
Beeton Telephone Co., Ltd. ....	Approval toll charge for conversation to point upon its System beyond the Exchange upon which the Subscriber's Line is terminated.
Browns Copper & Brass Rolling Mills Co., Ltd. ....	Approval By-law 171 of New Toronto, granting use of highways to—for erection of Telephone System.
Brussels .....	Approval By-law 8 (1917), Plans and Specifications for extension of Brussels, Morris & Grey Telephone System.
Brussels, Morris & Grey Telephone System.	Extension of under By-law 8 (1917), of Village of Brussels.
Bell Telephone Co. of Canada, Ltd. ....	Approval of sale of business, plant and assets of Tilbury Telephone Co., Ltd., to.
Bell Telephone Co. of Canada, Ltd. ....	Approval of sale of business, plant and assets of Roxborough Independent Telephone Co., Ltd., to.
Brighton, Board of Commissioners of Municipality of, vs. Board of Commissioners of Municipality of Percy .....	Complaint as to erection of certain poles and wires by Respondent in Township of Brighton.
Chisholm, Township of .....	Establishment of Telephone System under Part II of "Ontario Telephone Act."
Carpenter, W. H., <i>et al</i> .....	Canadian Machine Telephone Co., Ltd., <i>et al</i> .
Canadian Machine Telephone Co., Ltd. ...	W. H. Carpenter, <i>et al</i> , vs.
Coulson, Jos. ....	Approval Agreement for intercommunication, etc., with Dr. A. C. Beatty and The Port Hope Telephone Co., Ltd.
Cambray Telephone Union, Ltd. ....	Approval By-law 769, Township Mariposa—use of highways to.
Carpenter, W. H., <i>et al</i> , vs. Canadian Machine Telephone Co., Ltd., <i>et al</i> .....	Abolition of toll charges to and from Scotland.
Canadian Machine Telephone Co., Ltd., <i>et al</i> .....	W. H. Carpenter, <i>et al</i> , vs.
Canadian Machine Telephone Co., Ltd., vs. Norfolk County Telephone Co., Ltd. ...	Terms of service.
Chenier, Adelard .....	Approval Agreement for sale of Telephone System to Rudolph Victor Tremblay, and transfer of Agreement, dated Sept. 24th, 1914, with Bell Telephone Co. of Canada, Ltd.
Cavan Rural Telephone Co., Ltd. ....	Approval Agreement for interchange of service with Millbrook Rural Telephone Co., Ltd.
Coleman, Township of .....	Approval By-law 221—use of highways to Town of Cobalt.
Cobalt .....	Approval By-law 221, Township of Coleman—use of highways to.
Dawn, Township of .....	Approval By-law 10 (1917), Central Office for Dawn Municipal Telephone System.
Doe Lake Telephone Co., Ltd. ....	Approval Township Muskoka By-law 282—use of certain highways to.
Dodds, T., <i>et al</i> .....	Removal of names from petition for establishment of Telephone System by Township of Haldimand.
Dutton, Township of .....	Approval By-law 372—use of highways to The Dunwich & Dutton Telephone Co., Ltd.



- Dunwich, Village of .....Approval By-law 867—use of highways to The Dunwich & Dutton Telephone Co., Ltd.
- Dunwich & Dutton Telephone Co., Ltd. ....Approval By-law 798, Township Southwold—use of highways to.
- Dunwich & Dutton Telephone Co., Ltd. ....Approval By-law 372, Village of Dutton—use of highways to.
- Dunwich & Dutton Telephone Co., Ltd. ....Approval By-law 867, Township of Dunwich—use of highways to.
- Dunwich & Dutton Telephone Co., Ltd. ....Approval By-law 803, Township of Ekfrid—use of highways to.
- Dunwich & Dutton Telephone Co., Ltd. ....Approval By-law 1121, Township of Aldborough—use of highways to.
- Dunwich, Township of .....Approval By-law 865—use of highways to The Southwold and Dunwich Telephone Co., Ltd.
- East Luther Telephone Co. ....Service to Wm. E. Thompson, *et al*, and Paralleling of pole leads of The Berwick Line.
- Edgar, Robt. Henry .....Paralleling of pole leads of The Berwick Line by The East Luther Telephone Co.
- Edgar, Robt. Henry .....Amaranth Telephone Association, vs.—Paralleling of pole leads.
- Evergreen Telephone Co., Ltd. ....Approval By-law 259, Township of Bromley—use of highways to.
- Emily, Township of .....Approval By-law 427, plans and specifications for establishment of Telephone System under Part II of "The Ontario Telephone Act."
- East Luther Telephone Co., Ltd. ....Approval Agreement *re* sale of plant, business and assets of The Amaranth Telephone Co-operative Association to.
- Everett Telephone Co. ....Approval By-law 556, Township of Mulmur, granting use of highways to The Everett Telephone Association.
- East Luther Telephone Co., Ltd. ....Increase in charges for telephone service.
- Euphrasia, Township of .....Board of Commissioners of Beaver Valley Municipal Telephone System, vs.; for statement of accounts.
- Eden Telephone Co. and East Woodville Telephone Co. ....Jno. Staples, vs.—terms, etc., of telephone service.
- East Woodville Telephone Co. ....Eden Telephone Co. and— ditto.
- East Luther Telephone Co., Ltd., vs. Robert Henry Edgar .....Erection of poles.
- Edgar, Robt. H. ....East Luther Telephone Co., Ltd., vs.—Erection of poles.
- Ekfrid, Township of .....Approval By-law 803—use of highways to The Dunwich & Dutton Telephone Co., Ltd.
- Flos, Township .....Sale to, by Bell Telephone Co., Ltd., of certain poles and other equipment in the Township of Flos and Medonte, on the Town Lines of Townships Flos and Tiny and Tiny and Medonte.
- Fort William .....Increase in rates for telephone service.
- Glenview Telephone Co., Ltd., *et al* .....Jas. Martin, vs.—telephone service and erection of poles in Township Montague.
- Glengarry Telephone Co., Ltd. ....Approval By-law 282, Township Kenyon—use of highways to.
- Glengarry Telephone Co., Ltd. ....Approval By-law 201, Township Lochiel—use of highways to.
- Grant, Wm. T., vs. Beeton Telephone Co., Ltd., *et al* .....Telephone service.
- Glenview Telephone Co., Ltd. ....Approval By-law 409, Township North Elm-sley—use of highways to.
- Gore "G" Telephone Co., Ltd. ....Approval By-law 14, Township Hallowell—use of highways to.

- Greenwood Telephone Association, Ltd. ...Approval By-law 152, Township Korah—use of highways to.
- Gore Bay .....Approval Telephone Extension By-law 267 (\$1,350).
- Goderich Rural Telephone Co., Ltd., vs.  
North Huron Telephone Co., Ltd. ....Interchange of service.
- Goodwood Rural Telephone Co., Ltd. ....Approval By-law 711, Township of Ramsay—use of certain highways to.
- Goodwood Rural Telephone Co., Ltd. ....Approval By-law 827, County of Lanark—use of certain highways to.
- Goderich, Township of .....Extension of Municipal Telephone System.
- Howland, Township of .....Approval By-law No. 79—use of highways to Manitoulin Island Rural Telephone Co., Ltd.
- Head Lake Telephone Co., Ltd. ....Approval By-law 317, Townships Laxton, Digby & Longford—use of highways to.
- Hoath Head & Grey Telephone Co., Ltd. ..Approval By-law 9 (1917), Township Sydenham—use of highways to.
- Home Telephone Co., Ltd. ....Issue of First Mortgage Bond, \$100,000.
- Hardinge, Arthur S., *et al* .....Petition for service of Percy Municipal Telephone System, etc.
- Headrick, A. ....Appointment to Board of Commissioners, Telephone System, Municipality of Laird.
- Hallowell, Township of .....Approval By-law 14—use of highways to Gore "G" Telephone Co., Ltd.
- Hopetown Telephone Co., Ltd. ....Lavant-Dalhousie Telephone Co., Ltd., vs.—Duplication of pole leads.
- Howland, Township of .....Approval By-law 134—establishment of telephone system.
- Haldimand Municipal Telephone System ..P. W. Rixon, *et al*, vs.—complaint *re* service.
- Howland, Township of, vs. Manitoulin Island Rural Telephone Co., Ltd. ....*Re* price to be offered to Respondent for telephone plant in Township of Howland.
- Haldimand, Township of .....Removal of names of T. Dodds, R. Saddler and S. L. Janes, from petition for establishment of Telephone System.
- Haldimand, Township of .....Extension beyond 2 years of period within which debenture By-law providing for cost of Municipal Telephone System shall be passed.
- Innerkip Rural Telephone Co., Ltd. ....Increase in annual charges for service.
- Ingersoll Telephone Co., Ltd. ....Increase in charges for telephone service in Ingersoll.
- Kerns Municipal Telephone System .....Duplication of pole leads by Temiskaming Telephone System.
- Kenyon, Township of .....Approval By-law 282—use of highways to Glengarry Telephone Co., Ltd.
- Kerns Municipal Telephone System .....Approval Agreement with Temiskaming Telephone Co., Ltd., for interchange of service.
- Korah, Township of .....Approval By-law 152—use of certain highways to Greenwood Telephone Association, Ltd.
- Kerns Municipal Telephone System .....Removal of name of Wm. Vanmeer from petition for establishment of.
- Kerns Municipal Telephone System .....Removal of name of S. G. West and others from petition for establishment of.
- Laxton, Digby and Longford, Townships of. Approval By-law 317, granting use of highways to Head Lake Telephone Co., Ltd.
- Lochiel, Township of .....Approval By-law 201—use of highways to Glengarry Telephone Co., Ltd.
- Laird, Municipality of .....Appointment of Albert Headrick to Board of Commissioners for telephone system of.
- Lavant-Dalhousie Telephone Co., Ltd., vs.  
Hopetown Telephone Co., Ltd. ....Duplication of pole leads.



Lanark, County of .....	Approval By-law 827—use of certain highways to The Goodwood Rural Telephone Co., Ltd.
Mallorytown Telephone Co., Ltd. ....	Approval Agreement with Plum Hollow & Eloida Telephone Co., Ltd.
Mara, Township of .....	Approval By-law 518—use of highways to The Udney Telephone Co., Ltd.
Martin, Jas., <i>et al</i> , vs. Glenview Telephone Co., <i>et al</i> .....	Telephone service and duplication of pole leads, Township Montague, of Beckwith & Montague Rural Telephone Co., Ltd.
Montague, Township of .....	Jas. Martin, <i>et al</i> , vs. Glenview Telephone Co., <i>et al</i> —duplication of pole leads.
Mulmur, Township of .....	Approval By-law 556—use of highways to Everett Telephone Association.
Manitoulin Island Rural Telephone Co., Ltd.	Approval By-law 79, Township of Howland—use of highways to.
Manitoulin Island Rural Telephone Co., Ltd.	Approval By-law 365, Township Assiginac—use of highways to.
Mariposa, Township of .....	Approval By-law 769—use of highways to Cambray Telephone Union, Ltd.
Monck, Township of .....	Approval By-law 397—use of highways to Muskoka River Telephone Co.
Muskoka River Telephone Co. ....	Approval By-law 397, Township of Monck—use of highways to.
Medora and Wood, Township of .....	Approval establishment of Telephone System under Part II of "Ontario Telephone Act."
Medora and Wood, Township of .....	Purchase of plant, etc., of Bracebridge & Muskoka Lakes Telephone Co., Ltd., in said Corporation.
Millbrook Rural Telephone Co., Ltd. ....	Approval Agreement for interchange of service with the Cavan Rural Telephone Co., Ltd.
Mud Lake Rural Telephone Co., Ltd. ....	Approval By-law 441, Township of Wilberforce—use of highways to.
Mud Lake Telephone Co., Ltd. ....	People's Telegraph & Telephone Co., Ltd., vs.—duplication of pole leads.
Moore, Township of .....	Extension of debenture issue period and increase in rates.
Manitoulin Island Rural Telephone Co., Ltd. ....	Increase in rates.
Muskoka, Township of .....	Approval By-law 282—use of certain highways to The Doe Lake Telephone Co., Ltd.
Manitoulin Island Rural Telephone Co., Ltd.	Township Howland, vs.—price to be offered by Township for telephone plant of respondent in Township Howland.
Mud Lake Telephone Co. ....	Rental of pin space on poles of People's Telegraph and Telephone Co., Ltd.
Moore, Municipality of .....	Increase in charges for service by its Municipal telephone system.
Norfolk County Telephone Co., Ltd., <i>et al</i> ..	W. H. Carpenter, <i>et al</i> , vs.
Norfolk County Telephone Co., Ltd., <i>et al</i> ..	W. H. Carpenter, <i>et al</i> , vs.
Norfolk County Telephone Co., Ltd., <i>et al</i> ..	Canadian Machine Telephone Co., Ltd., vs.—terms of service.
Norfolk County Telephone Co., Ltd., <i>et al</i> ..	Increase in charges for telephone service at Port Dover.
North Elmsley .....	Approval By-law 409—use of highways to Glenview Telephone Co., Ltd.
Norfolk County Telephone Co., Ltd. ....	Geo. T. Wilson, <i>et al</i> , vs.—telephone service.
North Huron Telephone Co., Ltd. ....	Goderich Rural Telephone Co., Ltd., vs.—interchange of service.
New Toronto .....	Approval By-law 171—use of highways for erection of telephone lines to The Brown Copper & Brass Rolling Mills Co., Ltd.

- Norfolk County Telephone Co., Ltd. ....Approval Agreement for intercommunication, etc., with The Norfolk & Tillsonburg Telephone Co., Ltd.
- Norfolk & Tillsonburg Telephone Co., Ltd..Approval Agreement for intercommunication, etc., with The Norfolk County Telephone Co., Ltd.
- Ottawa Valley Rural Telephone Co. ....Sale of plant, business and assets to The Bell Telephone Co., Ltd.
- Plum Hollow & Eloida Telephone Co. ....Approval Agreement with Mallorytown Telephone Co., Ltd.
- Port Hope Telephone Co., Ltd. ....Approval Agreement for intercommunication, etc., with Dr. A. C. Beatty and Jos. Coulson.
- Percy Municipal Telephone System ....Petition Arthur S. Hardinge, *et al*, for service of, etc.
- Percy Municipal Telephone System ....Extension of period within which debenture By-law providing for cost of establishing system, shall be passed.
- People's Telegraph & Telephone Co., Ltd., vs.  
Mud Lake Telephone Co., Ltd. ....Rental of pin space to Mud Lake Telephone Co., Ltd.
- People's Telegraph & Telephone Co., Ltd...Duplication of pole leads.
- Port Arthur, Public Utilities Commission of..Increase in tariff charges.
- Percy, Board of Commissioners of Municipality of .....Board of Commissioners of Municipality of Brighton, vs.—complaint as to erection by Respondent of certain poles and wires in Township of Brighton.
- Robinson Township Telephone Co. ....Use of highways in unorganized Township of Robinson.
- Ratter & Dunnet, Townships of .....Establishment of telephone system under Part II of "Ontario Telephone Act."
- Ross, Township of .....Approval By-law 349—use of highways to Acorn Telephone Association, Ltd.
- Rixon, P. W., *et al*, vs. Haldimand Municipal Telephone System .....Complaint *re* service.
- Roxborough Telephone Co., Ltd. ....Increase in rates.
- Ramsay, Township of .....Approval By-law 711—use of certain highways to Goodwood Rural Telephone Co., Ltd.
- Roxborough Independent Telephone Co., Ltd. ....Sale of System to Bell Telephone Co. of Canada, Ltd.
- Sydenham, Township of .....Approval By-law 11 (1917)—use of highways to Sydenham Union Telephone Co., Ltd.
- Sydenham Union Telephone Co., Ltd. ....Approval By-law 11 (1917), Township Sydenham—use of highways to.
- Schomberg Telephone Co., Ltd., *et al* .....Wm. T. Grant, vs.—telephone service.
- Sydenham, Township of .....Approval By-law 9 (1917)—use of highways to Hoath Head & Grey Telephone Co., Ltd.
- South Malahide Telephone Co., Ltd. ....Approval Agreement for interchange of service with Belmont Telephone Co-operative Association, Ltd.
- Staples, John .....Service by Eden Telephone Co.—terms and conditions of, etc.
- Storrar, J. M., *et al*, vs. Elhanan Bowman..Investigation *re* telephone service.
- Southwold, Township of .....Approval By-law 798—use of highways to The Dunwich & Dutton Telephone Co., Ltd.
- Southwold, Township of .....Approval By-law 797—use of highways to The Southwold & Dunwich Telephone Co., Ltd.
- Southwold & Dunwich Telephone Co., Ltd..Approval By-law 797 of Township Southwold, use of highways to.
- Southwold & Dunwich Telephone Co., Ltd..Approval By-law 865, Township Dunwich—use of highways to.



Salter, May & Harrow, Municipality of Townships of .....	Approval By-law 228—use of highways to The West Lake Telephone Co.
Thompson, Wm. E., <i>et al</i> .....	Service by East Luther Telephone Co. and paralleling of pole leads of The Berwick Line, operated by Robt. Henry Edgar.
Temiskaming Telephone Co., Ltd. ....	Erection of pole leads on same highway as Kerns Municipal Telephone System.
Tremblay, Rudolph Victor .....	Approval of sale of Telephone System of Adelard Chenier to, and transfer of agreement of Sept. 24th, 1914, with Bell Telephone Co. of Canada, Ltd.
Temiskaming Telephone Co., Ltd. ....	Approval Agreement for interchange of service with Kerns Municipal Telephone System.
Tilbury Telephone Co., Ltd. ....	Approval sale of business, plant and assets to Bell Telephone Co. of Canada, Ltd.
Udney Telephone Co., Ltd. ....	Approval By-law 518, Township of Mara—use of highways to.
Vanmeer, Wm. ....	Removal of name from petition for Kerns Municipal Telephone System.
Walsingham, South, Township of .....	Approval By-law 367—use of highways to South Walsingham Telephone Co., Ltd.
Walsingham, South, Telephone Co., Ltd. ..	Approval By-law 367, Township South Walsingham—use of highways to.
Wright, Wm. ....	Approval Agreement for interchange of service with Dr. A. C. Beatty.
Welland County Telephone Co., Ltd. ....	Increase in charges for telephone service.
Westmeath, Township of .....	Approval By-law 184—use of highways to Acorn Telephone Association, Ltd.
Wilberforce, Township of .....	Approval By-law 441—use of highways to Mud Lake Rural Telephone Co., Ltd.
West Campbell & Mills Telephone Co., Ltd.	Use of highways in unorganized Townships of Mills & West Campbell.
Wilson, Geo. T., <i>et al</i> , vs. Norfolk County Telephone Co., Ltd. ....	Telephone service.
West Lake Telephone Co. ....	Approval By-law 228 of Municipality of Townships of Salter, May and Harrow—use of highways to.

LIST OF BELL TELEPHONE AGREEMENTS APPROVED BY THE BOARD UNDER SECTION 34 OF "THE ONTARIO TELEPHONE ACT."

Admaston Rural Telephone Association, Ltd.	East Luther Telephone Co., Ltd.
Adelaide Telephone System (M. C. Morgan).	Evergreen Telephone Co., Ltd.
Bromley Telephone Association, Ltd.	Ernst, J. P. (Ernst Telephone System).
Bowman Telephone System.	Eganville & Brudenell Telephone System (D. J. Ryan & Michael Roche).
Balsam Hill Telephone Co., Ltd.	Emily, Township of.
Brougham & Gratton Telephone Co., Ltd.	Falkirk Telephone Co., Ltd.
Chippawa Hill Telephone Co., Ltd.	Flos, Township of.
Convay, Thos. (Dresden Rural Telephone System).	Gore Mutual Telephone System (Ellis L. Wright and F. C. Quick).
Cavan Rural Telephone Co., Ltd.	Glengarry Telephone Co., Ltd.
Chelmsford Telephone Line (R. V. Tremblay).	Gore "G" Telephone Co., Ltd.
Chisholm, Township of.	Glenview Rural Telephone Co., Ltd.
Comtois, Joseph and Paul Cote (Verner Telephone System).	Hay, Township of.
Crown Hill Telephone Co., Ltd.	Harvey, Township of.
Dereham Telephone Co., Ltd.	Hope Lumber Company.
Dresden Rural Telephone System (Thos. Convay).	Hazeldean Rural Telephone Co., Ltd.
Dunnet, Township of.	Innerkip Rural Telephone Co., Ltd.
Doe Lake Telephone Co., Ltd.	Lyndhurst Rural Telephone Co., Ltd.
Dunnville Consolidated Telephone Co., Ltd.	Medonte, Township of.
	Metcalf Rural Telephone Co., Ltd.
	Madawaska Telephone Association, Ltd.
	Morgan, M. C. (Adelaide Telephone System).
	Monk Rural Telephone Co., Ltd.

Norfolk & Tillsonburg Telephone Co.,  
Ltd.  
Northcote Farmers' Telephone Co., Ltd.  
Quick, F. C., and Ellis L. Wright (Gore  
Mutual Telephone System).  
Ryan, D. J., and Michael Roche (Egan-  
ville & Brudenell Telephone System).  
Saginaw Telephone Co.  
Saugeen Rural Telephone Co., Ltd.  
Sandwich, South, Township of.  
St. Vincent, Township of.  
South Colchester Telephone System (Geo.  
H. White and Evan Wright).

Superior Telephone Club.  
Tay, Township of.  
Tremblay, R. V. (Chelmsford Telephone  
Line).  
Udney Telephone Co., Ltd.  
Upper Admaston Telephone Co., Ltd.  
Verner Telephone System (Joseph Com-  
tois and Paul Cote).  
Wright, Ellis L. and F. C. Quick (Gore  
Mutual Telephone System).  
White, Geo. H., and Evan Wright (South  
Colchester Telephone System).



TABULATED SUMMARY OF ACCIDENT REPORTS RECEIVED IN 1917.

Passengers.		Employees.		Travellers on Highway		Travellers at Crossing.		Trespassers.		Total.	
Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
5	206	1	10	21	161					27	377

MEMO. OF LEGISLATION UP TO 1916, UNDER WHICH THE BOARD EXERCISES  
JURISDICTION.

ANNEXATION OF TERRITORY TO MUNICIPALITY.

Sections 11 to 23, inclusive, of "The Municipal Act."

Amended 1914, c. 33, secs. 1, 2, 3.

Amended 1915, c. 34, secs. 2, 3, 4.

AREA OF TOWN OR VILLAGE, LIMITED.

Section 14 of "The Municipal Act," and Sections 1, 2, 3 of "The Municipal Amendment Act, 1914" (c. 33).

ASSESSMENT APPEALS.

Section 79 of "The Assessment Act."

Amended 1915, c. 36, sec. 6.

Section 80 of "The Assessment Act."

Amended 1915, c. 36, sec. 7.

Amended 1916, c. 41, sec. 6.

BEACHES AND RIVER BEDS ACT, THE.

Chapter 245, R.S.O., 1914.

BOUNDARY LINES, DEVIATION OF ROADS ON, ETC.

Section 469 of "The Municipal Act."

(and see secs. 439, 453, 458, 468.)

BRIDGE, DISPENSING WITH RECONSTRUCTION OF.

Section 460 (9) and (10) of "The Municipal Act."

BY-LAWS.

Approval of, for Bridge Construction.

Section 289 (2) (e) of "The Municipal Act."

Approval of, for Extension of Debenture Issue Period.

Section 288 (9) of "The Municipal Act."

Approval of, for Extension of Municipal Railway Systems.

Section 232 of "The Ontario Railway Act."

Approval of, for Extension of Waterworks, Electric Light Plants, Sewers, or Gas Works.

Section 400 (3) of "The Municipal Act," 1913.

Amended Section 11, "The Municipal Amendment Act, 1914" (c. 33).

Approval of, for Investment of Sinking Fund.

Section 303 of "The Municipal Act."

Approval of, Granting Franchises.

Sections 5 and 6, Chapter 197, R.S.O., 1914.

Amended 1915, c. 38, sec. 1.

Approval of Interest Increase By-law.

Section 291 of "The Municipal Act."

Approval of, to Pay for Works ordered by Dominion or Ontario Railway, etc., Boards.

Section 289 (f) of "The Municipal Act."

Approval of, to Repeal By-laws as to that part of Moneys not raised.

Section 292 of "The Municipal Act."

Validation of, and Debentures.

Section 295 of "The Municipal Act."

Amended 1914, c. 33, sec. 8.

CONSOLIDATION OF FLOATING DEBT OR CONSOLIDATION OR RENEWAL OF DEBENTURES BY ACT  
OF LEGISLATURE.

Rule 61a, page 421, Votes and Proceedings of The Legislative Assembly, 27th  
March, 1907.

ERECTION OF VILLAGES AND TOWNS INTO TOWNS AND CITIES.

Section 20 of "The Municipal Act."

FRANCHISES, APPROVAL OF BY-LAWS GRANTING, R.S.O., c. 197, secs. 5 and 6.

Amended 1915, c. 38, sec. 1.



## HIGHWAYS, WIDTH OF.

Section 20, 4 Geo. V, c. 33.

Section 81 (14) and (18), c. 124, R.S.O., and 4 Geo. V, c. 23, secs. 3 and 4.

Section 109, c. 126, R.S.O.

Section 3 (2), c. 194, R.S.O.

## INCORPORATION OF TOWNS IN UNORGANIZED TERRITORY.

Section 19 of "The Municipal Act."

Amended 1915, c. 34, sec. 4.

## INTERSWITCHING, ETC., BETWEEN DOMINION AND PROVINCIAL RAILWAYS.

Section 228, cap. 37, R.S.C., 1906.

Section 5, cap. 22, 1911 (Dominion).

Section 131 of "The Ontario Railway Act."

## LOCAL IMPROVEMENTS, PETITIONS AGAINST.

Sections 7 and 9, c. 193, R.S.O.

Amended 1914, c. 21, sec. 42.

Amended 1915, c. 35, sec. 4.

## MORTGAGES OF RAILWAYS TO BE DEPOSITED WITH BOARD.

Subsection 4 of Section 48 of "The Ontario Railway Act."

## . ONTARIO RAILWAY ACT, THE.

Chapter 185 of The Revised Statutes of Ontario, 1914.

Amended 1916, c. 31, sec. 10.

## ONTARIO RAILWAY AND MUNICIPAL BOARD ACT, THE.

Chapter 186 of The Revised Statutes of Ontario, 1914.

Amended 1915, c. 31.

Amended 1916, c. 24, secs. 25 and 26.

## PARKS, SETTING ASIDE PART OF, FOR SPORTS, ETC.

Section 13 (6) of "The Public Parks Act" (c. 203, R.S.O., 1914).

## PLANS OF CITY AND SUBURBAN LANDS.

Chapter 194, R.S.O., 1914.

## PUBLIC UTILITIES ACT, THE.

Chapter 204, R.S.O., 1914.

Amended 1914, c. 35.

## PUBLIC WORKS OF ONTARIO, AN ACT RESPECTING.

Chapter 35, R.S.O., 1914, Sections 29, *et seq.*, and Section 46.

## TAXATION OF MINES AND NATURAL GAS, ACT RESPECTING.

Chapter 26, R.S.O., 1914, sec. 12 (3), *et seq.*

## TELEPHONE SYSTEMS.

Chapter 188, R.S.O., 1914.

Amended 1914, c. 32.

Amended 1915, c. 33.

Amended 1916, c. 38.

## TEMISKAMING AND NORTHERN ONTARIO RAILWAY ACT, ACT RESPECTING.

Section 17, Chapter 38, R.S.O., 1914.

## TOWNSHIP, SEPARATION OF JUNIOR, FROM UNION.

Section 30 of "The Municipal Act."

(NOTE.—The above list is prepared to facilitate reference to legislation, and does not purport to be exhaustive.)

## MEMORANDUM OF 1917 LEGISLATION AFFECTING THE BOARD.

Ontario  
Statutes  
1917.

## Chapter No.

- 9     *See* Section 4 of "The Municipal Debentures Guarantee Act, 1917."
- 14    *See* Sections 10, 12 and 13 of "The Bureau of Municipal Affairs Act."
- 16    The Provincial Highway Act, Sections 9 and 21 (3) adopt the provisions of "The Ontario Public Works Act," *re* expropriation of toll roads or other land or property and removal of buildings, etc.  
       Section 12 (5) Provides for appeal to Board by municipality dissatisfied with engineers' apportionment of cost;  
       Section 12 (7) Provides for appeal to Board by municipality not traversed by Highway, but assessed for direct benefit;  
       Section 12 (8) Provides for appeal to Board by County *re* apportionment of cost where county road becomes part of Provincial Highway;  
       Section 18 (4) Provides for reference to the Board of differences respecting construction, reconstruction, etc., of bridges having a clear span of 20 feet or more;  
       Section 20 (3) Provides for reference to the Board of differences *re* share to be borne by Street or Electric Railway of cost of pavement between the rails, etc.  
       Section 30 (2) Provides for reference to Board of disputes as to liabilities of municipalities for cost of acquiring toll roads;  
       Section 32 (2) Provides for reference to Board of differences between provinces and Public Utility Corporations or Commissions as to location, grade, etc., and apportionment of cost;  
       Section 34 (3) Provides for reference to Board of Appeals by cities regarding "Provincial Suburban Roads";  
       Section 35 (4) and (5) Provides for appeal to Board regarding assessment of cost on adjoining lands;  
       Section 36 Makes final, and not subject to appeal, the decisions of The Ontario Railway and Municipal Board.
- 17    The Highway Improvement Act, 1917, section 7, provides for reference to Board of disputes *re* boundary Line Bridges and Highways.
- 18    Ontario Highways Act, 1917, section 6, expropriation under provisions of "The Ontario Public Works Act" in order to widen or deviate highway.
- 19    The Toronto and Hamilton Highway Commission Act, 1917, sec. 3, variation of route or construction of entrance to Hamilton;  
       Section 5 (7), (8) and (9) Maintenance by railway of its part of highway.
- 20    The Power Commission Act, 1917, section 7, Board's assent to By-laws for Hydro-Electric extensions in police villages not now required.  
       Section 9 forbids municipalities to pass By-laws for extensions, etc., to Hydro-Electric Systems without first obtaining the assent of the Hydro-Electric Commission.
- 27    Section 47, Statute Amendment Act, 1917, Township West Nissouri Continuation School not to be discontinued without the approval of the Board.  
       Section 71, Statute Amendment Act, 1917, increase of fares of Port Arthur and Fort William Railways for through service by Lieutenant-Governor in Council on Report of the Board.
- 30    Act amending Registry Act, *re* plans showing highways.
- 31    Act amending Land Titles Act, *re* plans showing highways.
- 39    Act to amend "The Ontario Railway Act," Headlights.
- 40    Act to amend "The Ontario Telephone Act."
- 42    The Municipal Amendment Act, 1917, section 3, amends section 288 as to payment of debentures in instalments, etc. Section 12 (2) gives municipalities power to buy and sell fuel and food subject to approval of and terms prescribed by the Board, and to the approval of the Lieutenant-Governor in Council.
- 44    The Planning and Development Act. As to approval of plans in or near urban municipalities, and as to approval of plans showing highways under 66 feet wide.
- 69    Sections 6, 9, 11, 17, 18, The Essex Border Utilities Amendment Act, 1917.
- 92    Section 4, subsections (1), (2b), (3) and (7) of The City of Toronto Act, 1917, *re* expropriation of part Metropolitan Division of Toronto & York Radial Railway.



## TARIFF OF FEES.

The Ontario Railway and Municipal Board orders and directs that the following sums in law stamps shall be paid on the following orders and the following fees in every application or matter coming before the Board:—

In contentious matters requiring a hearing, there shall be paid in law stamps the sum of \$15.00 for each day or fraction thereof over one-half day, and the sum of \$10.00 for each half day or less occupied by the hearing.

On orders under Section 295 of "The Municipal Act," for validating By-laws and Debentures, the following sums shall be paid in law stamps:—

		Law Stamps.
Where the issue of Debentures amounts to \$10,000 or less .....		\$15 00
Over \$10,000 and up to \$15,000 .....		20 00
" \$15,000 " \$20,000 .....		25 00
" \$20,000 " \$25,000 .....		30 00
" \$25,000 " \$30,000 .....		35 00
" \$30,000 " \$40,000 .....		40 00
" \$40,000 " \$50,000 .....		45 00
" \$50,000 " \$60,000 .....		50 00
" \$60,000 " \$70,000 .....		55 00
" \$70,000 " \$80,000 .....		60 00
" \$80,000 " \$90,000 .....		65 00
" \$90,000 " \$100,000 .....		70 00
" \$100,000 " \$110,000 .....		75 00
" \$110,000 " \$120,000 .....		80 00
" \$120,000 " \$130,000 .....		85 00
" \$130,000 " \$140,000 .....		90 00
" \$140,000 " \$150,000 .....		95 00
" \$150,000 " \$160,000 .....		100 00
" \$160,000 " \$170,000 .....		105 00
" \$170,000 " \$180,000 .....		110 00
" \$180,000 " \$190,000 .....		115 00
" \$190,000 " \$200,000 .....		120 00

The following sums shall be paid in law stamps on the following orders:—

On Orders for Approval of By-laws for works ordered by Dominion or Ontario Railway Boards .....	\$10 00
Mun. Act, sec. 289 (f).	
On Orders for Approval of By-laws for extension of Waterworks, Electric Light or Gasworks, etc. ....	\$10 00
Mun. Act, sec. 400 (3).	
On Orders for Approval of Sinking Fund Investment By-laws .....	\$5 00
Mun. Act, sec. 303.	
On Orders for Approval of Extension of Debenture Issue Period .....	\$5 00
Mun. Act, sec. 288 (9).	
On Orders for Approval of By-laws increasing the rate of interest on debentures .....	\$5 00
Mun. Act, sec. 291.	
On Orders for Approval of Bridge Construction By-laws .....	\$5 00
Mun. Act, sec. 289 (e).	
On Orders approving Railway Companies' Public By-laws and Rules .....	\$2 00
On Orders approving Railway Companies' Tolls and Tariffs .....	\$2 00
On Orders approving Railway Fenders, sec. 253 of "The Ontario Railway Act".	\$5 00
On Orders approving Railway Companies' Examiner of Motormen .....	\$1 00
On certifying Plans under "The City and Suburbs Plans Act" .....	\$5 00

C. 194, R.S.O., 1914.

On Orders not included in above list, such sums as the Board shall direct.

## STATEMENT IN DETAIL OF TRAVELLING EXPENSES AND DISBURSEMENTS.

1917.	
January.	D. M. McIntyre, K.C., Chairman ..... \$22 55
	A. B. Ingram, Vice-Chairman ..... 30 40
	H. C. Small, Secretary, and Office ..... 15 10
	W. C. Coe, Official Stenographer ..... 13 70
	F. Dagger, Elec. and Tel. Expert ..... 90 95
February.	D. M. McIntyre, K.C., Chairman ..... 16 95
	A. B. Ingram, Vice-Chairman ..... 34 80
	H. C. Small, Secretary and Office ..... 18 75
	W. C. Coe, Official Reporter ..... 64 35
	F. Dagger, Elec. and Tel. Expert ..... 45 35
March.	D. M. McIntyre, K.C., Chairman ..... 37 20
	A. B. Ingram, Vice-Chairman ..... 44 75
	H. C. Small, Secretary, and Office ..... 9 65
	W. C. Coe, Official Stenographer ..... 43 25
	F. Dagger, Elec. and Tel. Expert ..... 31 90
April.	D. M. McIntyre, K.C., Chairman ..... 10 85
	A. B. Ingram, Vice-Chairman ..... 3 45
	W. C. Coe, Official Stenographer ..... 19 35
	F. Dagger, Elec. and Tel. Expert ..... 18 30
May.	D. M. McIntyre, K.C., Chairman ..... 12 70
	A. B. Ingram, Vice-Chairman ..... 25 50
	H. C. Small, Secretary ..... 12 90
	W. C. Coe, Official Reporter ..... 25 15
	F. Dagger, Elec. and Tel. Expert ..... 91 30
June.	D. M. McIntyre, K.C., Chairman ..... 70 35
	A. B. Ingram, Vice-Chairman ..... 69 65
	H. N. Kittson, Commissioner ..... 7 70
	H. C. Small, Secretary, and Office ..... 70 15
	W. C. Coe, Official Reporter ..... 72 85
	F. Dagger, Elec. and Tel. Expert ..... 61 15
July.	D. M. McIntyre, K.C., Chairman ..... 11 80
	A. B. Ingram, Vice-Chairman ..... 19 90
	W. C. Coe, Official Stenographer ..... 24 95
	F. Dagger, Elec. and Tel. Expert ..... 70 05
August.	D. M. McIntyre, K.C., Chairman ..... 5 90
	A. B. Ingram, Vice-Chairman ..... 5 05
	W. C. Coe, Official Stenographer ..... 21 10
	F. Dagger, Elec. and Tel. Expert ..... 25 65
September.	D. M. McIntyre, K.C., Chairman ..... 8 45
	A. B. Ingram, Vice-Chairman ..... 19 35
	H. C. Small, Secretary and Office ..... 10 15
	W. C. Coe, Official Stenographer ..... 40 90
	F. Dagger, Elec. and Tel. Expert ..... 39 50
October.	D. M. McIntyre, K.C., Chairman ..... 21 00
	A. B. Ingram, Vice-Chairman ..... 61 55
	H. C. Small, Secretary, and Office ..... 18 75
	W. C. Coe, Official Stenographer ..... 108 75
	F. Dagger, Elec. and Tel. Expert ..... 106 70
	Also Mr. McIntyre, Mr. Ingram, Mr. Small and Mr. Coe, trip to Cochrane and return, on private car, T. & N. O. Railway .. 35 92
November.	D. M. McIntyre, K.C., Chairman ..... 51 80
	A. B. Ingram, Vice-Chairman ..... 46 55
	W. C. Coe, Official Stenographer ..... 101 60
	F. Dagger, Elec. and Tel. Expert ..... 111 25
December.	D. M. McIntyre, K.C., Chairman ..... 16 95
	A. B. Ingram, Vice-Chairman ..... 21 95
	H. C. Small, Secretary, and Office ..... 19 00
	W. C. Coe, Official Stenographer ..... 35 05
	F. Dagger, Elec. and Tel. Expert ..... 18 30

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 \$2,168 87



THE FOLLOWING GIVES A BRIEF SUMMARY OF THE EXTENSIONS AND IMPROVEMENTS MADE TO THE RAILWAYS UNDER PROVINCIAL JURISDICTION DURING THE YEAR 1917.

\*THE BERLIN AND NORTHERN RAILWAY COMPANY.

During the year ending 30th November, 1917, this Company report the following:

Improvement, previous extension .....	\$81 89
New right-of-way purchased .....	1,025 85
	<hr/>
	\$1,107 74

Total expenditure made on track improvements, rolling stock, buildings, etc.:

St. Leger St. relocation, car barns improvements, track, rolling stock .....	\$5,219 38
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THE BERLIN AND WATERLOO STREET RAILWAY.

This Company report that during the year ending 30th November, 1917, there were no track extensions. Under the head of track improvements, overhead structure, rolling stock, buildings, etc., they report the following expenditure:

Track improvements .....	\$326 29
Rolling stock .....	284 07
	<hr/>
	\$610 36

CORNWALL STREET RAILWAY, LIGHT AND POWER COMPANY, LIMITED.

This Company report that during the year November 30th, 1916, to November 30th, 1917, there was no expenditure made for track extensions.

They report a total expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$919.97.

FORT WILLIAM ELECTRIC RAILWAY.

For the year ending 30th November, 1917, this Company report that there were no extensions made to track, and no expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc.

GALT, PRESTON AND HESPELER RAILWAY.

During the year ending 30th November, 1917, this Company report that there were no extensions made to track.

The total expenditure reported by them on track improvements, overhead structure, rolling stock, buildings, machinery, etc., during the same period is \$35,103.93.

THE GUELPH RADIAL RAILWAY COMPANY.

This Company report that during the year 30th November, 1916, to 30th November, 1917, there were no extensions made to track.

They also report a total expenditure on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$444.29.

THE HAMILTON STREET RAILWAY COMPANY.

During the year ending 30th November, 1917, this Company report that there were no extensions made to track.

The total expenditure reported by them on track improvements, overhead structure, rolling stock, buildings, machinery, etc., is \$7,083.47.

THE HAMILTON AND DUNDAS STREET RAILWAY COMPANY.

This Company report that during the year 30th November, 1916, to 30th November, 1917, there were no extensions made to track.

They also report a total expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$422.45.

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\*Name "Berlin" changed to "Kitchener."

## THE HAMILTON, GRIMSBY AND BEAMSVILLE ELECTRIC RAILWAY COMPANY.

During the year ending 30th November, 1917, this Company report that there were no extensions made to track, and no expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc.

## THE HAMILTON AND BARTON INCLINE RAILWAY.

This Company report that during the year 30th November, 1916, to 30th November, 1917, there were no extensions made to track. They also report that no expenditure was made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., except for ordinary repairs.

## THE HAMILTON AND MOUNTAIN PARK COMPANY, LIMITED.

This Company have not made a report to the Board for the year ending 30th November, 1917.

## THE HUNTSVILLE AND LAKE OF BAYS RAILWAY COMPANY.

During the year ending 30th November, 1917, they report that there were no extensions made to tracks,

They report that a total expenditure was made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$1,150.48.

## INTERNATIONAL RAILWAY COMPANY (Niagara Falls Park and River Division).

They report that there were no extensions made to track during the year 30th November, 1916, to 30th November, 1917.

They also report an expenditure during the same period on track improvement of \$1,815.47.

## INTERNATIONAL TRANSIT COMPANY.

During the year ending 30th November, 1917, this Company report that there were no extensions made to track.

They also report that during the same period they made an expenditure on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$515.93.

## KINGSTON, PORTSMOUTH AND CATARAQUI ELECTRIC RAILWAY COMPANY.

This Company report that during the year 30th November, 1916, to 30th November, 1917, there were no extensions made to track.

They also report that there was no expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., except for repairs.

## LAKE HURON AND NORTHERN ONTARIO RAILWAY.

During the year ending 30th November, 1917, they report that there were no extensions made to track.

They report an expenditure on bridges and improvement of \$7,000.00.

## THE LONDON STREET RAILWAY COMPANY.

During the year ending 30th November, 1917, they report that there was an extension to track of .08 miles, at an expenditure of \$6,721.18.

They also report a total expenditure on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$39,972.10.

## MIDLAND, SIMCOE RAILWAY COMPANY.

A firm of accountants in Montreal, acting for the above railway, report that the property was closed down in November, 1913, and that no work has been done on the property since.

## MOUNT MCKAY AND KAKABEKA FALLS RAILWAY COMPANY.

This Company report that during the year 30th November, 1916, to 30th November, 1917, there were no extensions made to track.

They also report under the heading of expenditure on track improvements, overhead structure, rolling stock, buildings, machinery, etc., a total of \$228,688.00 for maintenance of tracks, roadway and plant.



## †PETERBOROUGH RADIAL RAILWAY COMPANY.

This Company report that during the year ending 30th November, 1917, there were no extensions made to track.

They also report that the sale of scrap exceeded the expenditure on track improvements, overhead structure, rolling stock, buildings, etc., by \$167.32.

## THE PORT ARTHUR CIVIC RAILWAY.

During the year 30th November, 1916, to 30th November, 1917, it is reported that this Company made no extensions to track.

They also report a total expenditure on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$102,127.46.

## THE SANDWICH, WINDSOR AND AMHERSTBURG RAILWAY.

During the year ending 30th November, 1917, they report an extension to track of .4166 miles, at a cost of \$18,899.02.

They also report a total expenditure made on track improvements, overhead structure, rolling stock, buildings, etc., as follows:

Lighting plant .....	\$6,560 71
Tracks .....	18,899 02
Overhead construction .....	47 75
Cars .....	46,679 05
Power house .....	4,017 35
Buildings ..	8,605 21
Miscellaneous equipment .....	1,859 50
	<hr/>
	\$86,668 59

## THE SARNIA STREET RAILWAY COMPANY, LIMITED.

They report that during the year ending 30th November, 1917, there were no extensions to track. They also report a total expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$6,742.00.

## ST. THOMAS MUNICIPAL STREET RAILWAY.

During the year 30th November, 1916, to 30th November, 1917, this Company report that there were no extensions made to track.

They report a total expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$2,167.43.

## SUDBURY-COPPER CLIFF SUBURBAN ELECTRIC RAILWAY.

This Company report that during the year ending November 30th, 1917, there was an extension made to their tracks of one mile.

They also report an expenditure on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$7,994.77.

## TEMISKAMING AND NORTHERN ONTARIO RAILWAY.

During the year ending 30th November, 1917, this Company report that they did not make any extensions to track.

They report a total expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$156,040.20.

## THE THURLOW RAILWAY COMPANY.

During the year ending November 30th, 1917, there were no extensions made to track.

It is also reported that they made a total expenditure on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$5,875.00.

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†NOTE.—The Peterborough Railway is now under the jurisdiction of the Hydro-Electric Power Commission.

## THE TORONTO RAILWAY COMPANY.

This Company report that during the year ending 30th November, 1917, they made extensions to track of 2.406 miles.

They also report a total expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$210,000.

## THE TORONTO CIVIC RAILWAY.

During the year ending November 30th, 1917, this Company report an extension to tracks of .493 miles—single—at a cost of \$6,884.35.

They also report a total expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$130,727.79.

## THE TORONTO SUBURBAN RAILWAY.

During the year 30th November, 1916, to 30th November, 1917, this Company report that there were no extensions made to track.

They also report an expenditure made on track improvements, overhead structure, rolling stock, buildings, machinery, etc., of \$54,469.23, from 30th June, 1916, to 30th June, 1917 (no later figures available).

## THE TORONTO AND YORK RADIAL RAILWAY COMPANY.

During the year ending 30th November, 1917, this Company report an extension to tracks of about 800 feet, at a cost of \$2,374.20.

They also report a total expenditure made on track improvements, overhead structure, rolling stock, machinery, etc., of \$12,301.55.

## WINDSOR AND TECUMSEH ELECTRIC RAILWAY COMPANY.

This Railway is leased to and operated by the Sandwich, Windsor & Amherstburg Railway, and the expenditures are included with those of the Sandwich, Windsor & Amherstburg Railway.

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No.	Name of Railway.	Length of road first main track	Length of road second main track	Total main track	Length of sidings and turnouts	Total computed as single track	Length under construction	No. Power Houses		Remarks
								Steam	Water	
1	Kitchener and Northern.....	2.45	.....	2.45	.01	2.5	0.43	.....	.....	Purchase Power from Kitchener Light and Power Commission, Hydro Elec. " " " "
2	Kitchener and Waterloo Street.	3.28	.....	4.68	.38	5.06	.....	.....	.....	" " " "
3	Cornwall Street Railway Light and Power Co., Ltd.....	4.	.....	4.	2.5	6.5	.....	1	1	" " " "
4	Fort William (Municipal).....	4.53	4.46	8.99	.43	18.41	1.66	.....	.....	Purchase Power from Kam. Power Co. " " " "
5	Galt, Preston and Hespeler St..	17.81	2.90	20.71	17.18	37.89	.....	1	.....	" " " " Hydro E. P. Com. " " " "
6	Guelph Radial (Municipal).....	8.5	.....	8.5	.33	8.83	.....	.....	.....	" " " " " " " "
7	Hamilton Street.....	16.8	16.8	33.6	.01	33.7	.....	.....	.....	} Pur. Power from Hamilton Cataract Power, Light and Traction Co., Lt.
8	Hamilton and Dundas.....	5.85	.....	5.85	1.67	7.52	.....	.....	.....	
9	Hamilton, Grimsby and Beamsville Electric.....	22.6	.....	22.6	3.	25.6	.....	.....	.....	
*+10	Hamilton & Barton Incline Ry Co.	.11	.12	.....	.....	.23	.....	1	.....	" " " "
+11	Hamilton and Mountain Park Co., Ltd. (Incline) .....	.13	.13	.....	.....	.26	.....	.....	.....	No report.
*12	Huntsville and Lake of Bays..	1.45	.....	1.45	.31	1.76	.....	.....	.....	Steam Locomotives.
13	International N.F.P. & River Div.	11.914	11.202	23.116	1.359	24.475	.....	.....	1	Purchase Power from three Companies. " " " "
14	International Transit.....	3.35	.95	4.30	.22	4.52	.....	.....	.....	" " The Great Lakes Power Company, Ltd.
15	Kingston, Portsmouth and Cataraqui Electric.....	8.	.....	8.	.13	8.13	.....	.....	.....	" " City Hydro Electric
16	London Street .....	27.52	7.64	35.16	.94	36.10	.....	.....	.....	" " " " " " " "
*17	Lake Huron and Northern Ont..	15.	.....	15.	3.5	18.5	50.	.....	.....	" " " " " " " "
*18	Midland Simcoe.....	6.	.....	5.	1.5	6.5	.....	.....	.....	" " " " " " " "
*19	Mount McKay & Kakabeka Falls.	5.	.....	.....	.....	.....	.....	.....	.....	" " " " " " " "
20	Peterborough Radial.....	6.55	.....	6.55	.79	7.34	.....	.....	.....	" " " " " " " "
21	Port Arthur (Municipal).....	12.43	6.10	18.53	1.04	19.57	.....	.....	1	Co., Ltd., oper. by Prov. Hy. Elec. Com.
22	Sarnia Street Railway Co., Ltd.	8.8	1.	9.8	.8	9.24	.....	.....	.....	Pur. Pr. from Ont. Hy. Elec. Pwr. Com. " " " " " " " "
23	Sandwich, Windsor & Amherstburg .....	25.29	4.53	29.82	1.13	30.95	.....	2	.....	" " " " " " " "
24	St. Thomas Street (Municipal).	7.5	.....	7.5	.5	8.	.....	.....	.....	" " Canadian Salt Company
25	Sudbury-Copper Cliff Sub. Elec.	9.	.....	9.	.13	9.13	.....	.....	.....	" " " " " " " "
*26	Temiskaming & Northern Ont..	528.50	1.70	330.20	116.15	446.35	3.5	.....	.....	" " " " " " " "
*27	Thurlow .....	2.671	.....	2.671	2.766	5.437	.....	.....	.....	" " " " " " " "
28	Toronto Street .....	61.858	59.522	121.380	8.430	129.810	.....	1	.....	Power from Tor. Pwr. Co. Five Sub-Sts.
29	Toronto Civic (Municipal).....	10.003	10.003	20.617	.426	21.043	.....	.....	.....	Purchase from Hydro Elec. Commission " " " " " " " "
30	Toronto Suburban.....	18.791	.....	18.791	.353	19.144	.....	.....	.....	" " " " " " " "
31	Toronto and York Radial .....	72.17	.....	72.17	9.83	82.	46.	.....	.....	" " " " " " " "
32	Windsor and Tecumseh .....	9.56	.....	9.56	.32	9.88	.....	2	.....	" " " " " " " "
	Total.....	737.417	128.457	859.995	176.134	1,044.379	101.59	8	3	by S. W. & A. Ry. Co.

\* Operated by steam. † Incline Railways.

TORONTO, 1917.

Summary by months of all Accidents occurring on Street Railway Lines within Toronto City limits under the jurisdiction of this Board.

January 1st to December 31st, 1917.

Nature of Accident.	January.	February.	March.	April.	May.	June.	July.	August.	September.	October.	November.	December.	Total.
Collision of cars with cars ....	3	3	1	2	2	1	....	....	2	1	1	2	18
Collision of cars with autos ...	88	120	108	80	173	136	139	136	172	133	180	178	1,643
Collision of cars with motor-cycles and bicycles.....	1	3	5	16	12	20	19	18	17	18	6	4	139
Collision of cars with waggons	47	87	57	24	57	35	33	34	48	57	63	108	650
Boarding Cars .....	19	27	25	18	21	12	16	16	20	21	19	30	244
Alighting from cars .....	32	23	49	65	45	38	41	59	59	60	37	50	558
Derailment of cars .....	....	....	....	....	....	....	....	....	1	1	1	3	6
Miscellaneous .....	33	25	44	26	38	40	21	28	26	27	28	36	372
Total (all accidents).....	223	288	289	231	348	282	269	291	345	318	335	411	3,630
Personal injuries, all degrees—													
To passengers.....	26	32	36	49	33	27	26	49	35	34	28	53	428
To others.....	13	13	24	16	26	24	16	18	24	23	11	23	231
Totals .....	39	45	60	65	59	51	42	67	59	57	39	76	659
Fatal—													
To passengers.....	....	....	....	2	....	....	....	....	....	2	1	....	5
To others.....	3	....	....	....	1	2	....	2	2	1	1	3	15
Totals .....	3	....	....	2	1	2	....	2	2	3	2	3	20



Accidents on Hamilton Street Railway, Hamilton and Dundas Railway and Hamilton, Grimsby, and Beamsville Railway lines within Hamilton City limits, and under the jurisdiction of this Board.

[illegible]

LONDON.

Accidents on London Street Railway only.

[illegible]

FORM THAT MAY BE USED IN CONNECTION WITH THE EXAMINATION OF MOTORMEN.

Name of City or Town.

..... 191 .

NAME OF RAILWAY.

This is to certify, that acting under the Ontario Railway Act, 1914, R.S.O., chapter 185, section 263, I have fully examined the ..... who is ..... years of age and ..... feet ..... inches high, weighs .....lbs., complexion ....., as to his fitness as a motorman, that the said .....is of steady habits, and is in physical ability, intelligence and general knowledge of, and experience in, this work qualified to act as motorman on any electric motor car of said Company.

I have been duly appointed an examiner under the said Act, my appointment being dated .....

Name .....  
Examiner.

FORM.

COPY OF FORM TO BE USED BY COMPANIES IN REPORTING ACCIDENTS.

*Accidents: Regulations Under and in Pursuance of Sections 274 and 279 of "The Ontario Railway Act, 1914." R.S.O., Chapter 185.*

*Accidents.*—Every company upon the happening of an accident shall give to the Ontario Railway and Municipal Board notice thereof in writing by delivering the same at the office of the Board in the City of Toronto or by mailing it, postage prepaid, in a registered letter addressed to the Board.

Such notice shall contain a statement signed by a duly authorized officer of such company, setting forth the information and particulars hereinafter mentioned.

Such statement shall be divided into paragraphs each of which shall include and refer to one (or one group) only of the numbered particulars hereinafter mentioned, and the paragraph referring to each respective numbered particular shall bear the number corresponding to the number hereinafter given for each such particular.

The numbers of paragraphs and the particulars to which each shall refer as aforesaid, are as follows:—

- 1. Name or names of company or companies concerned in accident.
- 2. Numbers of train, engine, car or motor.
- 3. Date and time of accident.
- 4. Nature of accident.
- 5. Exact location.
- 6. Name in full, address and legal addition of each person injured or killed.
- 7. Age.
- 8. Married or single.
- 9. Passenger, employee or other.



10. If employee, length and nature of service with dates and periods of different occupations (if more than one).

11. If employee, character, experience, skill and fitness with respect to occupation at time of accident.

12. How engaged at time of accident, and how long on duty.

13. Cause of accident, how same occurred, with full particulars and details. and diagram if required.

14. Persons in charge, with full names, addresses and the particulars referred to in paragraphs 10, 11 and 12.

15. Result to person and particulars of injury.

16. Result to property, including amount of damage.

17. Names and addresses of all persons present at, or eye-witnesses of, the accident.

18. What investigation (if any), and result of same.

19. Verdict (if any).

The Board reserves the right to require such further and other details, particulars, maps, plans, profiles, documents, models and information or illustration of any kind as the nature of the accident and a full understanding thereof may suggest or require.

In pursuance of sections 274 and 279 of said Act, the Board declares that all such information so given in pursuance of this regulation shall be privileged.

Signature of Officer.

N.B.—Give name of officer who fills out this report.

#### REGULATION AS TO HEIGHT OF CAR STEPS.

Under and in pursuance of a certain order of the Board bearing date the 2nd day of June, A.D. 1909, The Ontario Railway and Municipal Board made the following regulations:

The steps on all cars hereafter constructed and used by the Toronto Railway Company and all other street and electric railways under the jurisdiction of this Board shall have steps conforming to the following regulations:

On closed single truck cars the height of the first step above the ground shall not be less than twelve nor more than fifteen inches.

On closed double truck cars the height of the first step above the ground shall not be less than fourteen nor more than sixteen inches.

On open single truck cars the height of the first step above the ground shall be not less than twelve nor more than fifteen inches, and the distance between the first and second steps and the second step and the floor of the car shall measure twelve inches and nine inches respectively.

On open double truck cars the height of the first step above the ground shall be not less than fourteen nor more than sixteen inches, and the distance between the first and second steps and the second step and the floor of the car shall measure twelve inches and fourteen inches respectively.

## INDEX TO RAILWAY LEGISLATION.

## LIST No. 2.

The following index has been made with the object of continuing in chronological order all the legislation passed by both the Dominion and the Provincial Governments since 1867, affecting railways situate wholly or partially within the Province of Ontario.

"List No. 2" was commenced on page 272 of our Ninth Annual Report (1914), and continued to page 354, which includes 1915. The following list covers 1916 and 1917:

	Cap.	Year.
<b>ALGOMA CENTRAL AND HUDSON BAY RAILWAY COMPANY:</b>		
Dominion Statute .....	32	1916
Act respecting.		
<b>BUFFALO AND FORT ERIE FERRY AND RAILWAY COMPANY:</b>		
Ontario Statute .....	101	1916
Act to incorporate.		
<b>CAMPBELLFORD, LAKE ONTARIO &amp; WESTERN RAILWAY COMPANY:</b>		
Ontario Statute .....	93	1917
See Act respecting Town of Trenton.		
<b>CANADIAN NORTHERN RAILWAY COMPANY:</b>		
Dominion Statute .....	24	1917
An Act providing for the acquisition by His Majesty of the capital stock of the C. N. Ry. Co.		
Ontario Statute .....	85	1917
See Act City of Port Arthur.		
<b>CANADIAN NORTHERN ONTARIO RAILWAY COMPANY:</b>		
Dominion Statute .....	37	1916
Act respecting.		
Ontario Statute .....	93	1917
See Act respecting Town of Trenton.		
<b>CANADIAN NORTHERN ONTARIO RAILWAY COMPANY, CANADIAN NORTHERN RAILWAY COMPANY AND CANADIAN PACIFIC RAILWAY COMPANY:</b>		
Dominion Statute .....	38	1916
Act to confirm certain agreements between.		
<b>CANADIAN PACIFIC RAILWAY COMPANY:</b>		
Ontario Statute .....	85	1917
See Act respecting Port Arthur.		
<b>ENGLISH VALLEY AND HUDSON BAY RAILWAY COMPANY:</b>		
Dominion Statute .....	43	1917
An Act to incorporate.		
<b>ESSEX TERMINAL RAILWAY COMPANY AND CITY OF WINDSOR:</b>		
Ontario Statute .....	102	1916
Act respecting.		
Dominion Statute .....	51	1917
Act respecting.		
<b>FORT WILLIAM MUNICIPAL RAILWAY:</b>		
Ontario Statute .....	27	1917
See sec. 71, Statute Law Amendment Act.		
<b>GANANOQUE AND ARNPRIOR RAILWAY COMPANY:</b>		
Ontario Statute .....	103	1916
Act to amend.		



	Cap.	Year.
GEORGIAN BAY AND SEABOARD RAILWAY COMPANY:		
Ontario Statute .....	86	1917
See Act to incorporate Port McNicoll.		
GRAND VALLEY RAILWAY:		
Dominion Statute .....	42	1916
See Act to enable Corporation City of Brantford to own and operate Grand Valley Railway.		
INTERPROVINCIAL AND JAMES BAY RAILWAY COMPANY:		
Dominion Statute .....	53	1917
An Act respecting.		
KENORA AND ENGLISH RIVER RAILWAY COMPANY:		
Dominion Statute .....	44	1917
An Act to incorporate.		
LONDON STREET RAILWAY COMPANY:		
Ontario Statute .....	27	1917
See sec. 31, Statute Law Amendment Act.		
LONDON AND PORT STANLEY RAILWAY COMPANY:		
Ontario Statute .....	75	1917
See Act of City of London.		
MOUNT MCKAY AND KAKABEKA FALLS RAILWAY COMPANY:		
Ontario Statute .....	104	1916
Act respecting.		
NIAGARA, ST. CATHARINES AND TORONTO RAILWAY COMPANY:		
Dominion Statute .....	46	1916
Act respecting.		
ONTARIO NIAGARA CONNECTING BRIDGE COMPANY:		
Dominion Statute .....	31	1916
Act to incorporate.		
Declared to be a work for the general advantage of Canada.		
PETERBOROUGH RADIAL RAILWAY COMPANY:		
Ontario Statute .....	83	1917
See Act respecting City of Peterborough.		
PORT ARTHUR MUNICIPAL RAILWAY:		
Ontario Statute .....	27	1917
See sec. 71, Statute Law Amendment Act.		
SIMCOE RAILWAY AND POWER COMPANY:		
Ontario Statute .....	20	1917
See Schedule "B," Power Commission Act.		
SUDBURY-COPPER CLIFF SUBURBAN ELECTRIC RAILWAY COMPANY:		
Ontario Statute .....	94	1916
See Act respecting Town of Sudbury.		
TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY:		
Dominion Statute .....	50	1916
Act respecting.		
Dominion Statute .....	58	1917
Act respecting.		
TORONTO, NIAGARA AND WESTERN RAILWAY COMPANY:		
Dominion Statute .....	51	1916
Act respecting.		
TORONTO RAILWAY COMPANY:		
Ontario Statute .....	92	1917
See Act respecting City of Toronto cars (200), etc., Schedule "G."		

	Cap.	Year.
TORONTO SUBURBAN RAILWAY COMPANY:		
Ontario Statute .....	92	1917
See Act respecting City of Toronto.		
TORONTO AND YORK RADIAL RAILWAY COMPANY:		
Ontario Statute .....	92	1917
See Act respecting City of Toronto.		

### TABLES A, B AND C.

The following tables A, B and C have been compiled for the purpose of showing the various subsidies voted from July 1, 1867, by the Province of Ontario to Railways constructed wholly or partly within the Province.

Table A sets forth the subsidies voted by the Province of Ontario to the various Railways therein mentioned. These subsidies, however, have not all been paid in cash. In some cases the Railways have received the whole amount in cash, others have received the whole amount in certificates of the Province of Ontario, bearing interest at the rate of  $3\frac{1}{2}$  per cent. per annum, while others have received payment partly in cash and partly in certificates of Ontario with interest at  $3\frac{1}{2}$  per cent.

Table B shows what cash the Railways have received, the amounts which the Province has paid in respect of the certificates, and the amount of outstanding certificates. The amounts set forth in the total column in Table B represent the amounts paid to Railway Companies respectively, together with the amount of the unredeemed certificates issued to such Railways. The difference between the gross sum of the subsidies voted and the total amount paid by the Government to Railways and the unpaid liability due by the Government in respect of such subsidies is made up of the interest at the rate of  $3\frac{1}{2}$  per cent. for the term of years over which the payment of the Government is distributed.

Table C is a statement showing amounts payable annually for certificates issued by the Treasurer of the Province for "Aid to Railways" and Annuities.

Note.—These following statements are taken from the Public Accounts for the year ending 31st October, 1917.



TABLE A.  
AID TO RAILWAYS FROM CONFEDERATION TO OCTOBER 31ST, 1917.

Name of Railway.	Miles.	Rate.	Subsidy Voted.
Algoma Eastern .....	53.	\$5,000 00	\$265,000 00
Algoma Central & Hudson's Bay Railway....	99.81	2,000 00	199,620 00
Bay of Quinte.....	28.45	3,000 00	85,350 00
Belleville and North Hastings.....	22.	3,000 00	66,000 00
Brantford, Norfolk & Port Burwell.....	33.27	2,000 00	66,540 00
Bruce Mines & Algoma .....	17.	3,000 00	51,000 00
Canada Central.....	20.029	2,650 00	53,000 00
do .....	20.	2,650 00	53,000 00
do .....	7.531	2,650 00	19,957 15
Canada Southern .....	62.901	2,000 00	125,802 00
Central Counties .....	31.	2,000 00	62,000 00
do .....	7.	1,200 00	8,400 00
Central Ontario .....	50.500	3,000 00	151,500 00
Cobourg, Peterboro' & Marmora .....	9.37	2,000 00	18,740 00
Credit Valley .....	153.061	3,000 00	459,183 00
Canada Atlantic.....	65.72	4,000 00	262,880 00
Erie & Huron.....	40.556	2,000 00	81,112 00
Grand Trunk, Georgian Bay & Lake Erie.....	79.3	2,000 00	158,600 00
Grand Junction.....	45.86	3,000 00	137,580 00
do .....	20.	2,000 00	40,000 00
G.T.R. Assignee of Magnetawan River Railway	1.86	cash	10,000 00
Grand Trunk Pacific.....	188.16	2,000 00	376,320 00
Hamilton & North Western .....	95.464	2,500 00	238,660 00
do do .....	48.052	3,000 00	144,156 00
Hamilton & Lake Erie.....	33.48	2,000 00	66,960 00
Huntsville & Lake of Bays.....	1.50	cash	10,000 00
Irondale, Bancroft & Ottawa .....	44.77	3,000 00	134,310 00
James Bay.....	3.70	4,000 00	14,800 00
Kingston & Pembroke .....	20.	2,000 00	40,000 00
do .....	15.	2,650 00	39,750 00
do .....	11.58	3,250 00	37,635 00
do .....	13.74	7,000 00	96,180 00
do .....	28.42	8,000 00	237,360 00
Lake Simcoe Junction.....	26.50	2,000 00	53,000 00
Lindsay, Bobcaygeon & Pontypool .....	17.53	3,000 00	52,590 00
London, Huron & Bruce.....	69.146	2,000 00	138,292 00
Montreal and Ottawa.....	50.	2,000 00	100,000 00
Midland .....	20.40	2,000 00	40,800 00
do .....	19.60	2,250 00	44,100 00
do .....	14.53	4,000 00	58,120 00
North Simcoe .....	33.343	2,500 00	83,357 50
Northern Extension.....	42.72	2,000 00	85,440 00
do .....	27.68	4,000 00	110,720 00
Ontario & Rainy River.....	268.20	4,000 00	1,072,800 00
Ontario, Belmont & Northern .....	9.57	2,000 00	19,140 00
Ottawa, Arnprior & Parry Sound.....	149.43	3,000 00	448,290 00
Pembroke Southern .....	18.50	3,000 00	55,500 00
Prince Arthur's Landing.....	5.995	2,000 00	11,990 00
Prince Edward County .....	32.	2,500 00	80,000 00
Port Dover & Lake Huron.....	63.	2,000 00	126,000 00
Port Arthur, Duluth & Western .....	80.	3,000 00	240,000 00
Parry Sound Colonization .....	47.75	3,000 00	143,250 00
Stratford & Lake Huron.....	27.5	2,000 00	55,000 00
Toronto, Grey & Bruce .....	73.52	3,000 00	220,560 00
do .....	77.62	2,000 00	155,240 00
Toronto & Nipissing.....	33.439	2,000 00	66,878 00
do .....	12.778	3,000 00	38,334 00
Tillsonburg, Lake Erie & Pacific.....	19.108	2,000 00	38,216 00
Thessalon & Northern .....	1.929	cash	5,000 00
Victoria .....	33.442	4,000 00	133,768 00
do .....	22.310	8,000 00	178,480 00
Wellington, Grey & Bruce.....	120.638	2,000 00	241,276 00
Whitby, Port Perry & Lindsay.....	45.745	2,000 00	91,490 00
Ottawa & New York (International Bridge) ...	.....	certificates.	35,000 00
Dominion Bridge Co.(Interprovincial Bridge) ..	.....	certificates.	50,000 00
Totals.....	2,836.007	.....	8,084,026 65

TABLE B.  
AID TO RAILWAYS UP TO 31ST OCTOBER, 1917, FROM CONFEDERATION.

Name of Railway.	Miles.	Cash payments. \$ c.	Certificates paid. \$ c.	Certificates outstanding. \$ c.	Total. \$ c.
Algoma Eastern Railway,.....	53.000	265,000 00	.....	.....	265,000 00
Algoma Central & Hudson's Bay Railway.....	99.810	199,620 00	.....	.....	199,620 00
Belleville and North Hastings .....	22.000	.....	114,206 40	.....	114,206 40
Brantford, Norfolk and Port Burwell.....	33.270	.....	129,353 60	.....	129,353 60
Bruce Mines and Algoma .....	17.000	1,920 00	34,661 73	56,903 87	93,485 60
Bay of Quinte.....	28.450	.....	53,739 72	105,489 08	159,228 80
Canada Central.....	47.560	125,957 15	.....	.....	125,957 15
Canada Southern .....	62.901	.....	244,559 20	.....	244,559 20
Central Counties .....	38.000	68,747 26	.....	.....	68,747 26
Central Ontario .....	50.500	73,500 00	54,079 74	91,438 66	219,018 40
Cobourg, Peterboro' and Marmora.....	9.370	18,740 00	.....	.....	18,740 00
Credit Valley .....	153.061	18,702 00	788,648 85	.....	807,350 85
Canada Atlantic .....	65.720	.....	454,887 60	.....	454,887 60
Erie and Huron .....	40.556	1,634 47	122,200 40	.....	123,834 87
Grand Trunk, Georgian Bay and Lake Erie.....	79.300	1,580 00	229,866 00	.....	231,446 00
Grand Junction.....	65.860	40,000 00	238,067 60	.....	278,067 60
Grand Trunk Railway as Assignee of Magnetawan Railway.	1.860	10,000 00	.....	.....	10,000 00
Grand Trunk Pacific.....	188.160	.....	151,798 68	550,291 72	702,090 40
Hamilton and North Western .....	143.516	.....	727,697 20	.....	727,697 20
Hamilton and Lake Erie.....	33.480	66,960 00	.....	.....	66,960 00
Huntsville and Lake of Bays .....	1.500	10,000 00	.....	.....	10,000 00
Irondale, Bancroft and Ottawa.....	44.770	.....	131,725 92	118,843 68	250,569 60
James Bay Railway .....	3.700	.....	10,354 50	17,257 50	27,612 00
Kingston & Pembroke.....	88.740	213,522 50	393,423 20	.....	606,945 70
Lindsay, Bobcaygeon and Pontypool.....	17.530	.....	31,887 18	66,227 22	98,114 40
Lake Simcoe Junction Railway .....	26.500	53,000 00	.....	.....	53,000 00
London, Huron and Bruce.....	69.146	.....	268,839 60	.....	268,839 60



TABLE B.—Continued.  
AID TO RAILWAYS UP TO 31ST OCTOBER, 1917, FROM CONFEDERATION.

Name of Railway.	Miles.	Cash payments. \$ c.	Certificates paid. \$ c.	Certificates outstanding. \$ c.	Total. \$ c.
Montreal and Ottawa.....	50.000	.....	91,414 40	95,145 60	186,560 00
Midland Railway .....	54.530	66,227 50	149,284 40	.....	215,511 90
North Simcoe Railway.....	33.343	.....	144,241 60	.....	144,241 60
Northern Extension Railway.....	70.400	196,188 00	.....	.....	196,188 00
Ontario and Rainy River (Canadian Northern).....	268.200	.....	813,327 10	1,188,088 90	2,001,416 00
Ontario, Belmont and Northern.....	9.570	.....	18,755 94	16,969 66	35,725 60
Ottawa, Arnprior and Parry Sound .....	149.430	.....	449,669 98	368,422 02	817,692 00
Pembroke Southern .....	18.500	.....	49,181 88	54,358 92	103,540 80
Prince Arthur's Landing.....	5.995	.....	20,747 20	.....	20,747 20
Prince Edward County.....	32.000	.....	155,520 00	.....	155,520 00
Port Dover and Lake Huron .....	63.000	126,000 00	.....	.....	126,000 00
Port Arthur, Duluth and Western (Can. Northern) .....	80.000	15,571 54	294,531 60	153,212 40	463,315 54
Parry Sound Colonization .....	47.750	.....	159,036 57	108,210 63	267,247 20
Stratford and Lake Huron .....	27.500	55,000 00	.....	.....	55,000 00
Toronto, Grey and Bruce.....	151.140	285,182 00	176,182 40	.....	461,364 40
Toronto and Nipissing .....	46.217	105,212 00	.....	.....	105,212 00
Tillsonburg, Lake Erie and Pacific .....	19.108	.....	37,408 39	33,886 81	71,295 20
Thessalon and Northern .....	1.929	5,000 00	.....	.....	5,000 00
Victoria .....	55.752	33,442 00	503,875 20	.....	537,317 20
Wellington, Grey and Bruce .....	120.638	241,276 00	.....	.....	241,276 00
Whitby, Port Perry and Lindsay .....	45.745	40,000 00	89,790 40	.....	129,790 40
Ottawa and New York (International Bridge) .....	.....	.....	27,751 48	37,546 12	65,297 60
Dominion Bridge Co. (Interprovincial Bridge).....	.....	.....	38,479 65	54,804 35	93,284 00
Totals .....	2,836.007	2,337,982 42	7,399,195 31	3,116,697 14	12,853,874 87

NOTE.—Present value of Railway Certificates outstanding, October 31st, 1917, \$2,144,974.47.

TABLE C.

Statement showing amounts payable annually for certificates issued by the Treasurer of the Province for " Aid to Railways " and Annuities.

Year.	Railway Aid Certificates.	Annuities.	Year.	Railway Aid Certificates.	Annuities.
	\$ c.	\$ c.		\$ c.	\$ c.
			Forward.....	2,318,739 58	1,259,750 00
1917.....		51,450 00	1935.....	111,128 54	24,700 00
1918.....	139,112 54	102,900 00	1936.....	105,090 01	16,700 00
1919.....	139,112 54	102,900 00	1937.....	94,459 80	9,200 00
1920.....	139,112 54	102,900 00	1938.....	90,961 80	2,850 00
1921.....	139,112 54	102,900 00	1939.....	86,122 35	
1922.....	139,112 54	102,900 00	1940.....	82,239 02	
1923.....	139,112 54	102,900 00	1941.....	67,943 75	
1924.....	139,112 54	96,200 00	1942.....	31,818 40	
1925.....	139,112 54	82,500 00	1943.....	24,920 51	
1926.....	139,112 54	69,350 00	1944.....	22,695 08	
1927.....	139,112 54	56,950 00	1945.....	18,251 86	
1928.....	139,112 54	50,700 00	1946.....	18,251 86	
1929.....	139,112 54	50,700 00	1947.....	18,251 86	
1930.....	138,412 94	50,700 00	1948.....	18,251 86	
1931.....	134,914 94	43,700 00	1949.....	6,871 26	
1932.....	127,918 94	32,700 00	1950.....	699 60	
1933.....	125,120 54	28,700 00			
1934.....	123,021 74	28,700 00			
Forward.....	2,318,739 58	1,259,750 00	TOTALS..	3,116,697 14	1,313,200 00

NOTE.—Present value of Railway certificates, October 31st, 1917 (interest 1½ per cent. half yearly).....\$2,144,974 47  
Present value of Annuities, October 31st, 1917 (interest 1½ per cent. half yearly) .....\$1,037,671 32



ANNUAL REPORT OF THE  
BERLIN & NORTHERN RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:

Gross earnings from operation .....	\$7,962 70
Operating expenses .....	6,589 87

Net earnings from operation .....	\$1,372 83
-----------------------------------	------------

Miscellaneous income .....

Total miscellaneous income .....

Gross income above operating expenses .....

Charges upon income accrued during the year:

Interest on funded debt .....	\$170 00
Interest and discount on unfunded debts and loans ..	2,258 92

Taxes, Municipal .....

\$195 74

Taxes, Provincial (mileage, etc., not paid

until after July 1st, 1917) .....

5 05

Taxes, Commutation .....

200 79

Rentals of leased railways .....

Payments to sinking and other special funds .....

Other deductions from income .....

Loss, hauling and selling gravel .....

91 65

Total charges and deductions from income .....

\$2,721 36

Net divisible income .....

Dividends declared .....per cent. on \$.....

.....per cent. on .....

Total dividends declared .....

Deficit for the year ending June 30th, 1917 .....

\$1,348 53

Amount of surplus or deficit, June 30th, 1917 .....

Credits to profit and loss account during the year .....

Total credits .....

Debits to profit and loss account during the year .....

Total debits .....

Net amount credited to profit and loss .....

Total surplus or deficit, June 30th, 1917 .....

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:

Receipts from passengers carried .....

\$7,402 20

" carriage of mails .....

197 25

" carriage of parcels .....

44 75

" carriage of freight .....

" tolls for use of tracks by other com-

panies .....

" rentals of buildings and other property .....

168 50

" advertising in cars .....

150 00

" interest on deposits .....

Other Earnings from Operation:

Gross earnings from operation .....

\$7,962 70

## Expenses of Operation:

## General Expenses:

Salaries and general officers and clerks and attendants	\$1,243 90
General office expenses and supplies	65 00
Legal expenses	311 70
Insurance	314 38
Switching charges, if any	.....

## Other General Expenses:

General and office rent	.....
-------------------------	-------

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track	} \$324 41
Repair of electric line construction	
Repair of buildings	12 38

## Maintenance of Equipment:

Repair of cars	.....
Repair of electric equipment of cars	} 88 96
Repair of miscellaneous equipment	
Provender and stabling	.....
Car service, supplies, etc.	99 91

## Transportation Expenses:

Track rental and cost of electric motive power	\$1,972 08
Wages and compensation of persons employed in conducting transportation	2,023 90
Removal of snow and ice	133 25
Damages for injuries to persons and property	.....
Tolls for trackage over other railways	.....
Rentals of buildings and other property	.....
Other transportation expenses	.....

Total operating expenses ..... \$6,589 87

## GENERAL BALANCE SHEET.

## Assets:

## Cost of railway:

Roadbed and tracks	} \$41,295 69
Electric line construction, including poles, wiring, feeder lines, etc.	
Interest accrued during construction of railway	.....
Engineering and other expenses incident to construction	1,034 90
Other items of railway cost	.....

Total cost of railway owned ..... \$42,330 59

## Cost of equipment:

Passenger cars and other rolling stock	} \$5,787 31
Electric equipment of same	
Other items of equipment:	
Gravel pit equipment	25 50

Total cost of equipment owned ..... \$5,812 81

## Cost of Land and Buildings:

Land necessary for operation of railway	\$7,638 93
Electric power stations, including equipment	.....
Other buildings necessary for operation of railway	7,046 43

Total cost of land and buildings owned ..... \$14,685 36



Other Permanent Property:	
Office furniture .....	\$23 18
Tools , . . . . .	456 34
<hr/>	
Total cost of other permanent property owned .....	\$479 52
<hr/>	
Total permanent investments .....	
Cash and Current Assets:	
Cash . . . . .	\$210 52
Bills and accounts-receivable .....	126 50
Sinking and other special funds .....	.....
Other cash and current assets—Uncollectible accounts written off, charge against capital stock .....	136 88
<hr/>	
Total cash and current assets .....	\$473 90
Miscellaneous Assets:	
Materials and supplies .....	.....
Other assets and property .....	.....
<hr/>	
Total miscellaneous assets .....	.....
Profit and loss balance—deficit .....	1,348 53
<hr/>	
Total . . . . .	\$65,130 71
Liabilities:	
Capital stock, common .....	\$17,800 00
Capital stock, preferred .....	.....
<hr/>	
Total capital stock .....	\$17,800 00
Funded debt .....	2,400 00
Real estate mortgages .....	.....
Current Liabilities:	
Loans and notes payable .....	\$44,930 71
Audited vouchers and accounts .....	.....
Salaries and wages .....	.....
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....
Rentals due and unpaid .....	.....
Miscellaneous current liabilities .....	.....
<hr/>	
Total current liabilities .....	\$44,930 71
Accrued Liabilities:	
Interest accrued and not yet due .....	.....
Taxes accrued and not yet due .....	.....
Rentals accrued and not yet due .....	.....
Miscellaneous accrued liabilities .....	.....
<hr/>	
Total accrued liabilities .....	.....
Sinking and Other Special Funds:	
Total sinking and other special funds .....	.....
Profit and loss balance—surplus .....	.....
<hr/>	
Total . . . . .	\$65,130 71
<hr/>	
CAPITAL STOCK—REAL ESTATE MORTGAGES.	
Capital Stock:	
Capital stock authorized by law, common .....	\$400,000 00
Capital stock authorized by law, preferred .....	None
<hr/>	
Total capital stock authorized by law .....	\$400,000 00
Capital stock authorized by votes of company, common .....	.....
Capital stock authorized by votes of company, preferred .....	None
<hr/>	
Total capital stock authorized by vote .....	.....

Capital stock issued and outstanding, common .....	\$17,800 00
Capital stock issued and outstanding, preferred .....	None
<hr/>	
Total capital stock outstanding .....	\$17,800 00
Amount paid in on.....shares not yet issued ....	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....
<hr/>	
Total capital stock liability .....	
Number of shares issued and outstanding, common . . . . .	178
Number of shares issued and outstanding, preferred . . . . .	....
<hr/>	
Total number of shares outstanding .....	178
Number of stockholders, common .....	14
Number of stockholders, preferred .....	....
<hr/>	
Total number of stockholders .....	....
Amount of stock held, common .....	.....
Amount of stock held, preferred .....	.....
<hr/>	
Total stock held .....	\$17,800 00

REAL ESTATE MORTGAGES.

Description of Mortgaged Property.	Rate of Interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
<hr/>		<hr/>		
Total.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	185,055
Number carried per mile of main railway track operated .....	58,747
Number of car miles run .....	34,600
Average number of persons employed .....	3
If the Company commenced operation during the year, give the date.	
Average amount received from each passenger .....	4c.
Amount of passenger earnings per mile of road .....	\$3,021 30
Freight:	
Number of tons freight earning revenue .....	
Number of tons freight carried per mile of road .....	
Average amount received, for each ton of freight .....	
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger car per hour .....	7 miles
Average rate of speed of freight cars per hour .....	



[illegible]

Total Number.

Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock:	
Steel dump cars .....	3
Hand cars, etc. ....	4
Other highway vehicles .....	
Horses .....	
Other items of equipment .....	

## RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway Owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line .....	2.45	.....	0.7	.....	3.15
Length of second main track.. .....	.....	.....	.....	.....	.....
Total length of main track .....	.....	.....	.....	.....	.....
Length of sidings, switches, etc. ....	.....	.....	.....	.....	.....
Total computed as single track .....	.....	.....	.....	.....	.....
Length of line under construction .....	.....	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED FOR THE YEAR ENDING JUNE 30TH, 1917.

[illegible]

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	.....	.....	.....	

Names of the several cities and towns in which the railways operated by the Company are located:

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....	.....	.....	.....	.....	.....	} None.
Damage to property of Municipality.....	.....	.....	.....	.....	.....	
Damage to private property.....	.....	.....	.....	.....	.....	
Total.....	.....	.....	.....	.....	.....	.....

Total amount paid during year for damages caused by accidents.....

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	.....	.....	.....	.....	} None.
Employees.....	.....	.....	.....	.....	.....	
Other persons .....	.....	.....	.....	.....	.....	
Totals.....	.....	.....	.....	.....	.....	.....

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: The Berlin & Northern Railway Company, Kitchener, Ont.

Names and business address of principal officers: President, William H. Breithaupt, Kitchener, Ont.; Vice-President, George M. Shirk, Bridgeport, Ont.; Treasurer, Joseph H. Wuest, Kitchener, Ont.; Superintendent, Joseph H. Wuest, Kitchener, Ont.

Name of officer, and address, to whom correspondence regarding this report should be addressed: W. H. Breithaupt, President, Kitchener, Ont.

Names and residence of Board of Directors: William H. Breithaupt, Kitchener, Ont.; Louis J. Breithaupt, Kitchener, Ont.; George M. Shirk, Bridgeport, Ont.; Dr. A. F. Baumann, Waterloo, Ont.; Joseph H. Wuest, Kitchener, Ont.



## ANNUAL REPORT OF THE

## CORNWALL STREET RAILWAY, LIGHT &amp; POWER COMPANY, LIMITED.

FOR THE YEAR ENDING JUNE 30TH, 1917.

## General Exhibit:

Gross earnings from operation .....	\$32,597 04
Operating expenses .....	25,927 93
Net earnings from operation .....	\$6,669 11

## Miscellaneous Income:

Park, boat house, etc. ....	\$1,835 94
Total miscellaneous income .....	\$1,835 94
Gross income above operating expenses .....	\$8,505 05

## Charges Upon Income Accrued During the Year:

Interest on funded debt .....	
Interest and discount on unfunded debts and loans ..	\$188 13
Taxes, Municipal .....	\$980 38
Taxes, Provincial .....	
Taxes, Commutation .....	
	980 38
Rentals of leased railways .....	
Payments to sinking and other special funds .....	

## Other Deductions from Income:

Park, boathouse, etc. ....	2,248 07
Total charges and deductions from income .....	\$3,416 58
Net divisible income .....	\$5,088 47

Dividends declared.....per cent. on \$.....	
.....per cent. on .....	
Total dividends declared .....	

Surplus for the year ending June, 30th, 1917 .....	\$5,088 47
Amount of surplus, June 30th, 1916 .....	3,082 51
Credits to profit and loss account during the year .....	
Total credits .....	
Debits to profit and loss account during the year .....	
Total debits .....	
Net amount credited to profit and loss .....	
Total surplus, June 30th, 1917 .....	\$8,170 98

## EARNINGS AND EXPENSES OF OPERATION.

## Earnings from Operation:

Receipts from passengers carried .....	\$19,448 20
“ carriage of mails .....	832 41
“ carriage of express and parcels .....	
“ carriage of freight .....	11,770 62
“ tolls for use of tracks by other com- panies .....	
“ rentals of buildings and other property .....	
“ advertising in cars .....	464 00
“ interest on deposits .....	81 81
Other earnings from operation .....	
Gross earnings from operation .....	\$32,597 04

Expenses of Operation:

General Expenses:

Salaries of general officers and clerks and attendants.	\$1,442 79
General office expenses and supplies .....	566 91
Legal expenses .....	10 00
Insurance .....	882 99
Switching charges, if any .....	.....
Other general expenses .....	.....

Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	\$3,440 30
Repair of electric line construction .....	213 25
Repair of buildings .....	.....

Maintenance of Equipment:

Repair of cars .....	\$2,098 81
Repair of electric equipment of cars .....	1,365 39
Repair of miscellaneous equipment .....	.....
Provender and stabling .....	.....

Transportation Expenses:

Cost of electric motive power, \$2,586.87; less power sold, \$92.00; net .....	\$2,494 87
Wages and compensation of persons employed in conducting transportation .....	11,978 18
Removal of snow and ice .....	1,345 33
Damages for injuries to persons and property .....	89 11
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	.....
Other transportation expenses .....	.....

Total operating expenses ..... \$25,927 93

PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

Additions to Railway:

Extension of tracks (length.....feet) .....	.....
New electric line construction (length.....feet) ..	.....
Other additions to railway .....	.....

Total additions to railway .....

Additions to Equipment:

Additional cars (.....in number) .....	.....
Electric equipment of same .....	.....
Other additional rolling stock .....	.....
Other additions to equipment .....	.....

Total additions to equipment .....

Additions to Land and Buildings:

Additional land necessary for operation of railway ..	.....
New electric power stations, including machinery, etc. ....	.....
Additional equipment of power stations .....	.....
Other new buildings necessary for operation of railway ..	.....

Total additions to land and buildings .....

Additions to Other Permanent Property:

Total additions to other permanent property ....

Total additions to property accounts .....

Deductions from property accounts (property sold or reduced in valuation and credited to property accounts) .....

Total deductions from property accounts .....

Net addition to property accounts for the year ..... \$195 50



## GENERAL BALANCE SHEET.

## Assets:

## Cost of Railway:

Roadbed and tracks .....	.....
Electric line construction, including poles, wiring, feeder lines, etc. ....	.....
Interest accrued during construction of railway .....	.....
Engineering and other expenses incident to construc- tion . . . . .	.....
Other items of railway cost .....	.....

Total cost of railway owned .....

## Cost of Equipment:

Passenger cars and other rolling stock .....	.....
Electric equipment of same .....	.....
Other items of equipment .....	.....

Total cost of equipment owned .....

## Cost of Land and Buildings:

Land necessary for operation of railway .....	.....
Electric power stations, including equipment .....	.....
Other buildings necessary for operation of railway ...	.....

Total cost of land and buildings owned .....

## Other Permanent Property:

Total cost of other permanent property owned .....

Total permanent investments ..... \$224,144 21

## Cash and Current Assets:

Cash . . . . .	\$4,008 44
Bills and accounts receivable .....	1,813 54
Sinking and other special funds, deferred charges ....	386 62
Other cash and current assets, loan to Glengarry and Stormont Railway .....	4,130 30
Glengarry and Stormont Railway stock at nominal value . . . . .	• 36 45

Total cash and current assets ..... \$10,375 35

## Miscellaneous Assets:

Materials and supplies .....	.....
Other assets and property .....	.....

Total miscellaneous assets .....

Profit and loss balance—deficit .....

Total . . . . . \$234,519 56

## Liabilities:

Capital stock, common .....	\$100,000 00
Capital stock, preferred .....	100,000 00

Total capital stock ..... \$200,000 00

Funded debt .....

Real estate mortgages .....

## Current Liabilities:

Loans and notes payable .....	\$2,566 02
Audited vouchers and accounts .....	1,950 66
Salaries and wages .....	.....
Dividends not called for .....	.....

Matured interest coupons unpaid .....	.....	
Rentals due and unpaid .....	.....	
Miscellaneous Current Liabilities:		
Advertising received in advance .....	\$232 00	
Outstanding tickets .....	100 00	
Total current liabilities .....		\$4,848 68
Accrued Liabilities:		
Interest accrued and not yet due .....	.....	
Taxes accrued and not yet due .....	.....	
Rentals accrued and not yet due .....	.....	
Miscellaneous accrued liabilities .....	.....	
Total accrued liabilities .....		
Sinking and Other Special Funds:		
Reserve for depreciation .....	\$17,500 00	
Reserve for injuries and damages .....	4,000 00	
Total sinking and other special funds .....		\$21,500 00
Profit and loss balance—surplus .....		8,170 88
Total .....		\$234,519 56

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:		
Capital stock authorized by law, common .....	\$100,000 00	
Capital stock authorized by law, preferred .....	100,000 00	
Total capital stock authorized by law .....	\$200,000 00	
Capital stock authorized by votes of company, common .....	.....	
Capital stock authorized by votes of company, preferred .....	.....	
Total capital stock authorized by vote .....		
Capital stock issued and outstanding, common .....	\$100,000 00	
Capital stock issued and outstanding, preferred .....	100,000 00	
Total capital stock outstanding .....	\$200,000 00	
Amount paid in on.....shares not yet issued ....	.....	
Amount paid in on stock to be exchanged .....	.....	
Scrip convertible into stock .....	.....	
Other paid stock liability .....	.....	
Total capital stock liability .....		
Number of shares issued and outstanding, common ..	.....	
Number of shares issued and outstanding, preferred ..	.....	
Total number of shares outstanding ....		
Number of stockholders, common .....	.....	
Number of stockholders, preferred .....	.....	
Total number of stockholders .....		
Amount of stock held, common .....	.....	
Amount of stock preferred .....	.....	
Total stock held .....		



REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	438,996
Number carried per mile of main railway track operated .....	109,749
Number of car miles run:	
Passenger . . . . .	203,867
Freight . . . . .	19,406
Average number of persons employed .....	39
If the Company commenced operation during the year, give the date..	
Average amount received from each passenger .....	.0443
Amount of passenger earnings per mile of road .....	\$4,862 05

Freight:	
Number of tons freight earning revenue .....	93,318
Number of tons freight carried per mile of road .....	14,357
Average amount received for each ton of freight .....	.1261c.
Average receipts per ton of freight per mile .....	.0194c.
Average rate of speed of passenger cars per hour .....	
Average rate of speed of freight cars per hour .....	

Description of Equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Box passenger cars.....	7	..	..	2	....	....	....	....	....	..	..	....	1	....	....	....
Open passenger cars .....	3	..	..	....	....	....	....	....	....	..	..	....	....	....	....	....

MISCELLANEOUS EQUIPMENT.

	Total Number
Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses . . . . .	
Other items of equipment .....	

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railways owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line.....	4	.....	.....	4	4
“ second main track..	.....	.....	.....	.....	.....
Total length of main track	4	.....	.....	4	4
Length of sidings, switches, etc.	2½	.....	.....	2½	2½
Total, computed as single track	6½	.....	.....	6½	6½
Length of line under construction .....	.....	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED FOR THE YEAR ENDING JUNE 30TH, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total. tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft., B.M.	Tons.	Cords.	Tons.			
11,200	1,120	78,450	1,961	.....	.....	.....	9,260	.....	49,507	31,470	93,318	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks
Steel.	Iron.	Steel.	Iron.		
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

Names of the several cities and towns in which the railways operated by the Company are located: Cornwall.

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....	.....	.....	.....	.....	.....	.....
Damage to property of Municipality .....	.....	.....	.....	.....	.....	.....
Damage to private property.....	.....	.....	.....	.....	.....	.....
Total.....	.....	.....	.....	.....	.....	.....

Total amount paid during year for damages caused by accidents.....



ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	.....	.....	.....	.....	.....
Employees .....	.....	.....	.....	.....	.....	2
Other persons .....	.....	.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....	.....	2

STATEMENT OF EACH ACCIDENT.

P. Godvin, thumb, left hand, crushed between couplers of freight cars while coupling same. Thumb amputated above second joint.  
L. Lashambe, arm broken, fell entering car.

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: Cornwall Street Railway, Light & Power Company, Limited, Cornwall, Ontario.

Names and business address of principal officers: President, Samuel Hamilton Ewing, 102 King St., Montreal; Vice-President, Abner Kingman, 137 Board of Trade Building, Montreal; Treasurer, Ernest A. MacNutt, Sun Life Assurance Company of Canada, Montreal; Auditor, P. S. Ross & Sons, Montreal; General Manager, C. N. Peeling, Cornwall, Ont.

Name of officer, and address, to whom correspondence regarding this report should be addressed: C. N. Peeling, Manager, Cornwall.

Names and residence of Board of Directors: Samuel Hamilton Ewing, Montreal; Abner Kingman, Montreal; John Redpath Dougall, Montreal; John McKergow, Westmount, Thomas Bassett Macaulay, Westmount.

ANNUAL REPORT OF THE  
FORT WILLIAM ELECTRIC RAILWAY.  
FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:	
Gross earnings from operation .....	\$117,452 71
Operating expenses .....	94,177 34
Net earnings from operation .....	\$23,275 37
Miscellaneous income .....	
Total miscellaneous income .....	
Gross income above operating expenses .....	\$23,275 37
Charges Upon Income Accrued During the Year:	
Interest on funded debt .....	\$53,190 00
Interest and discount on unfunded debts and loans ..	.....
Taxes, Municipal .....	.....
Taxes, Provincial .....	.....
Taxes, Commutation .....	.....
Rentals of leased railways .....	.....
Payments to Sinking and Other Special Funds:	
Sinking Fund .....	\$28,697 66
Accident Reserve .....	3,095 94
	31,793 60

## Other Deductions from Income:

Interest on overdraft caused by deficits..	\$3,000 00	
		\$3,000 00
Total charges and deductions from income .....		\$87,983 60

Net divisible income .....

Dividends declared.....per cent. on \$ .....

.....per cent. on .....

Total dividends declared .....

Deficit for the year ending June 30th, 1917 ..... \$64,708 23

Amount of deficit, June 30th, 1916 ..... 132,927 01

Credits to profit and loss account during the year .....

Total credits .....

Debits to profit and loss account during the year .....

Total debits .....

Net amount credited to profit and loss .....

Total deficit, June 30th, 1917 ..... \$197,635 24

## EARNINGS AND EXPENSES OF OPERATION.

## Earnings from Operation:

Receipts from passengers carried .....	\$115,873 66
“ carriage of mails .....	350 00
“ carriage of express and parcels .....	
“ carriage of freight .....	
“ tolls for use of tracks by other companies .....	
“ rentals of buildings and other property .....	
“ advertising in cars .....	600 00
“ interest on deposits .....	

## Other Earnings from Operation:

Chartered cars .....	174 50
Transportation of mail carriers .....	400 00
Sundry revenue .....	54 55

Gross earnings from operation ..... \$117,452 71

## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants .....	\$4,184 00
General office expenses and supplies .....	491 19
Legal expenses .....	17 15
Insurance .....	2,583 92
Switching charges, if any .....	
Other general expenses .....	280 08

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	\$4,004 85
Repair of electric line construction .....	1,160 94
Repair of buildings .....	1,503 94

## Maintenance of Equipment:

Repair of cars .....	\$6,630 82
Repair of electric equipment of cars .....	5,543 46
Repair of miscellaneous equipment .....	506 54
Provender and stabling .....	1,938 74

## Transportation Expenses:

Cost of electric motive power, \$15,258.31; attendance on generators, \$1,465.24, net .....	\$16,723 55
---	-------------



Wages and compensation of persons employed in conducting transportation .....	46,457 23
Removal of snow and ice .....	1,891 08
Damages for injuries to persons and property .....	19 85
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	240 00
Other transportation expenses .....	.....

---

Total operating expenses ..... \$94,177 34

PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

Additions to Railway:

Extension of tracks (length .....feet) .....	.....
New electric line construction (length, 3,960 feet) ..	\$1,378 32
Other additions to railway .....	.....

---

Total additions to railway ..... \$1,378 32

Additions to Equipment:

Additional cars (.....in number) .....	.....
Electric equipment of same .....	.....
Other additional rolling stock .....	.....
Other additions to equipment .....	.....

---

Total additions to equipment .....

Additions to Land and Buildings:

Additional land necessary for operation of railway ..	.....
New electric power stations, including machinery, etc.	\$740 63
Additional equipment of power stations .....	.....
Other new buildings necessary for operation of railway	.....

---

Total additions to land and buildings ..... 740 63

Additions to Other Permanent Property:

Total additions to other permanent property .....

---

Total additions to property accounts .....

Deductions from property accounts (property sold or reduced in valuation and credited to property accounts) .....

---

Total deductions from property accounts .....

---

Net addition to property accounts for the year ..... \$2,118 95

GENERAL BALANCE SHEET.

Assets:

Cost of Railway:

Roadbed, tracks and electric line construction .....	\$541,780 74
Paving Victoria Ave., and Simpson St. ....	25,000 00
Street Railway proportion of G. T. P. bridge .....	20,000 00
Mount McKay Railway .....	9,000 00
Port Arthur purchase .....	49,399 79

---

Total cost of railway owned ..... \$645,180 53

Cost of Equipment:

Passenger cars and other rolling stock .....	\$120,909 54
Electric equipment of same .....	46,750 00
Other items of equipment: Shop tools and equipment	6,256 33

---

Total cost of equipment owned ..... 173,915 87

## Cost of Land and Buildings:

Land necessary for operation of railway, car barn site	\$19,593 11
Electric power stations, including equipment, generators	33,967 39
Other buildings necessary for operation of railway, car barns . . . . .	66,544 60

Total cost of land and buildings owned ..... \$120,105 10

## Other Permanent Property:

Unexpended balance . . . . .	\$80,252 90
Stock on hand . . . . .	46,238 23
Debenture discounts . . . . .	46,307 37

Total cost of other permanent property owned ..... 172,798 50

Total permanent investments ..... \$1,112,000 00

## Cash and Current Assets:

Cash . . . . .	\$250 00
Bills and accounts receivable . . . . .	.....
Sinking and other special funds . . . . .	.....
Other cash and current assets, Accident Reserve ....	14,427 78

Total cash and current assets ..... 14,677 78

## Miscellaneous Assets:

Materials and supplies . . . . .	\$5,469 15
Other assets and property . . . . .	.....

Total miscellaneous assets ..... 5,469 15

Profit and loss balance—deficit ..... 197,635 24

Total . . . . . \$1,329,782 17

## Liabilities:

Capital stock, common . . . . .	.....
Capital stock, preferred . . . . .	.....

Total capital stock . . . . .

Funded debt ..... \$1,112,000 00

Real estate mortgages . . . . .

## Current Liabilities:

Loans and notes payable . . . . .	.....
Audited vouchers and accounts . . . . .	.....
Salaries and wages . . . . .	.....
Dividends not called for . . . . .	.....
Matured interest coupons unpaid . . . . .	.....
Rentals due and unpaid . . . . .	.....

## Miscellaneous Current Liabilities:

Tickets in circulation . . . . .	\$545 66
Due to city . . . . .	10,285 65
Int. on overdraft, less interest on unexpended balance, due to city . . . . .	3,000 00

Total current liabilities ..... 13,831 31

## Accrued Liabilities:

Interest accrued and not yet due . . . . .	.....
Taxes accrued and not yet due . . . . .	.....
Rentals accrued and not yet due . . . . .	.....
Miscellaneous accrued liabilities . . . . .	.....

Total accrued liabilities . . . . .



Sinking and Other Special Funds:	
Accident Reserve .....	\$14,427 78
Sinking Fund .....	189,523 08
<hr/>	
Total sinking and other special funds .....	\$203,950 86
Profit and loss balance—surplus .....	
<hr/>	
Total . . . . .	\$1,329,782 17

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:		
Capital stock authorized by law, common .....	No Capital Stock—Capital raised by issue of Debentures.	
Capital stock authorized by law, preferred .....		
<hr/>		
Total capital stock authorized by law .....		
Capital stock authorized by votes of company, common		
Capital stock authorized by votes of company, preferred		
<hr/>		
Total capital stock authorized by vote .....		
Capital stock issued and outstanding, common .....		
Capital stock issued and outstanding, preferred .....		
<hr/>		
Total capital stock outstanding .....		
Amount paid in on .....shares not yet issued ...		
Amount paid in on stock to be exchanged .....		
Scrip convertible into stock .....		
Other paid stock liability .....		
<hr/>		
Total capital stock liability .....		
Number of shares issued and outstanding, common ..		
Number of shares issued and outstanding, preferred..		
<hr/>		
Total number of shares outstanding .....		
Number of stockholders, common .....		
Number of stockholders, preferred .....		
<hr/>		
Total number of stockholders .....		
Amount of stock held, common .....		
Amount of stock held, preferred .....		
<hr/>		
Total stock held .....		

REAL ESTATE MORTGAGES.

Description of Mortgaged Property.	Rate of Interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, etc.:	
Number of passengers paying revenue carried during the year .....	2,672,114
Number carried per mile of main railway track operated .....	87,956
Number of car miles run .....	629,688
Average number of persons employed .....	52
If the Company commenced operation during the year, give the date ..	
Average amount received from each passenger .....	4.395c.
Amount of passenger earnings per mile of road .....	\$3,814 14

Freight:	
Number of tons freight earning revenue .....	
Number of tons freight carried per mile of road .....	
Average amount received for each ton of freight .....	
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger cars per hour .....	
Average rate of speed of freight cars per hour .....	

Description of Equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves. P. S. Heaters.	Equipped with electric heaters.
Box passenger cars.....	24	2	..	....	....	....	....	....	....	..	..	1	1	24	13	11
Open passenger cars .....	....	1	..	....	....	....	....	....	....	..	..	....	....	....	....	....

MISCELLANEOUS EQUIPMENT.

Total Number	
Barges and omnibuses .....	} None
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses . . . . .	
Other items of equipment .....	

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line .....	14.580	.....	5.300	.....	19.880
“ of second main track..	4.260	.....	5.300	.....	9.560
Total length of main track.	18.840	.....	10.600	.....	29.440
Length of sidings, switches, etc.	.940	.....	.....	.....	.940
Total computed as single track	19.780	.....	10.600	.....	30.380
Length of line under construction .....	.....	.....	.....	.....	.....



DESCRIPTION OF FREIGHT CARRIED FOR THE YEAR ENDING JUNE 30TH, 1917.

Flour.		Grain.		Live Stock		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft.B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	80 lbs.	.....	1,950.	
.....	.....	60 lbs.	.....	1,950	

Names of the several cities and towns in which the railways operated by the Company are located: Fort William, Ont.; Port Arthur, Ont. (running rights only).

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property .....	.....	.....	.....	.....	.....	.....
Damage to property of Municipality .....	.....	.....	.....	.....	.....	.....
Damage to private property .....	.....	.....	.....	.....	.....	.....
Total .....	.....	.....	.....	.....	.....	.....

Total amount paid during the year for damages caused by accidents \$2,304.58 (for accidents prior to July 1st, 1916).

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured
Passengers .....	.....	.....	.....	.....	.....	.....
Employees .....	.....	.....	.....	.....	.....	.....
Other persons .....	.....	.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....	.....	.....

## STATEMENT OF EACH ACCIDENT.

## CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: Fort William Electric Railway, Fort William, Ontario.

Names and business address of principal officers: Mayor, H. Murphy, City Hall, Fort William; Treasurer, H. James, City Hall, Fort William; Clerk of Corporation, A. McNaughton, City Hall, Fort William; General Counsel, Messrs. Morris & Babe, City Hall, Fort William; Auditor, J. Crawford, City Hall, Fort William; General Manager, A. L. Farquharson, City Hall, Fort William.

Name of officer, and address, to whom correspondence regarding this report should be addressed: A. R. Henman, Secretary, Fort William.

Names and residence of Utilities Commission: Jackson B. Hardy, Fort William; Albert S. Dennis, Fort William; Alex. Snelgrove, Fort William; John King, Fort William.

## ANNUAL REPORT OF THE

## GALT, PRESTON &amp; HESPELER STREET RAILWAY COMPANY, LIMITED.

FOR THE YEAR ENDING JUNE 30TH, 1917.

## General Exhibit:

Gross earnings from operation .....	\$227,944 97
Operating expenses .....	151,043 01

Net earnings from operation .....	\$76,901 96
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## Miscellaneous Income:

Interest on deposits .....	\$1,040 37
----------------------------	------------

Total miscellaneous income .....	1,040 37
----------------------------------	----------

Gross income above operating expenses .....	\$77,942 33
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## Charges Upon Income Accrued During the year:

Interest on funded debt .....	\$17,040 00
Interest and discount on unfunded debts and loans ..	606 15
Taxes, Municipal .....	\$4,895 51
Taxes, Provincial .....	191 70
Taxes, Commutation .....	.....
	5,087 21

Rentals of leased railways .....	.....
Payments to sinking and other special funds .....	.....
Other deductions from income .....	.....

Total charges and deductions from income .....	22,733 36
--	-----------

Net divisible income .....	\$55,208 97
----------------------------	-------------

Dividends declared, 10 per cent. on \$125,000.00 .....	\$12,500 00
.....per cent. on .....	.....

Total dividends declared .....	12,500 00
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Surplus for the year ending June 30th, 1917 .....	\$42,708 97
---	-------------

Amount of surplus, June 30th .....	.....
------------------------------------	-------

Credits to profit and loss account during the year .....	.....
--	-------

Total credits .....	.....
---------------------	-------

## Debits to Profit and Loss Account During the Year:

Sundry accounts receivable, struck off ..	\$5,388 67
---	------------

Total debits .....	5,388 67
--------------------	----------

Net amount credited to profit and loss .....	5,388 67
--	----------

Total surplus, June 30th, 1917 .....	\$37,320 30
--------------------------------------	-------------



## EARNINGS AND EXPENSES OF OPERATION.

## Earnings from Operation:

Receipts from passengers carried .....	\$95,898 36
“ carriage of mails .....	1,796 97
“ carriage of express and parcels .....	12,033 34
“ carriage of freight .....	116,552 98
“ tolls for use of tracks by other companies . . . . .	600 00
“ rentals of buildings and other property .....	498 76
“ advertising in cars .....	.....
“ interest on deposits .....	1,040 37

## Other Earnings from Operation:

Sale of power .....	336 94
Weighing machine .....	10 19
Carrying newspapers, \$216.98; excess baggage, 45c. . .	217 43

Gross earnings from operation ..... \$228,985 34

## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants .....	\$22,579 45
General office expenses and supplies .....	2,314 80
Legal expenses .....	73 25
Insurance . . . . .	5,080 00

## Other General Expenses:

Park expenses .....	112 04
Advertising . . . . .	75 00
Miscellaneous general expenses .....	4,191 32

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	12,929 79
Repair of electric line construction .....	2,157 84
Repair of buildings .....	2,484 76

## Maintenance of Equipment:

Repair of cars .....	745 30
Repair of electric equipment of cars .....	5,007 44
Repair of miscellaneous equipment .....	1,973 48
Oil and waste .....	362 50

## Transportation Expenses:

Cost of electric motive power, \$20,897.74; less power sold, \$336.94; net .....	20,560 80
Wages and compensation of persons employed in conducting transportation .....	44,004 71
Removal of snow and ice .....	2,229 49
Damages for injuries to persons and property .....	70 00
Tolls for trackage over other railways .....	2,470 44
Rentals of buildings and other property .....	174 60

## Other Transportation Expenses:

Per diem and storage battery expense .....	16,901 00
Fuel for power .....	1,545 00

Total operating expenses ..... \$148,043 01

GENERAL BALANCE SHEET.

Assets:		
Cost of Railway:		
Roadbed and tracks .....		\$1,063,714 75
Electric line construction, including poles, wiring, feeder lines, etc. . . . .		
Interest accrued during construction of railway .....		
Engineering and other expenses incident to construction .....		
Other items of railway cost .....		
Total cost of railway owned .....		
Cost of Equipment:		
Passenger cars and other rolling stock .....		\$1,063,714 75
Electric equipment of same .....		
Other items of equipment .....		
Total cost of equipment owned .....		
Cost of Land and Buildings:		
Land necessary for operation of railway .....		\$1,063,714 75
Electric power stations, including equipment .....		
Other buildings necessary for operation of railway .....		
Total cost of land and buildings owned .....		
Other permanent property .....		
Total cost of other permanent property owned .....		
Total permanent investments .....		\$1,063,714 75
Cash and Current Assets:		
Cash . . . . .	\$52,142 44	
Bills and accounts receivable .....	35,690 78	
Sinking and other special funds .....		
Other cash and current assets, agents' balances .....	14,258 70	
Total cash and current assets .....		102,091 92
Miscellaneous Assets:		
Materials and supplies .....	\$35,297 55	
Other assets and property .....		
Total miscellaneous assets .....		35,297 55
Profit and loss balance—deficit .....		
Total . . . . .		\$1,201,104 22
Liabilities:		
Capital stock, common .....	\$125,000 00	
Capital stock, preferred .....		
Total capital stock .....		\$125,000 00
Funded debt .....		426,000 00
Real estate mortgages .....		
Current Liabilities:		
Loans and notes payable .....		
Audited vouchers and accounts .....	\$20,291 05	
Salaries and wages .....	8,319 95	
Dividends not called for .....		
Matured interest coupons unpaid .....		
Rentals due and unpaid .....		
Miscellaneous Current Liabilities:		
Freight interchange .....	48,076 44	
Total current liabilities .....		76,687 44



Accrued Liabilities:	
Interest accrued and not yet due .....	\$8,520 00
Taxes accrued and not yet due .....	.....
Rentals accrued and not yet due .....	.....
Miscellaneous accrued liabilities .....	.....
Total accrued liabilities .....	\$8,520 00
Sinking and Other Special Funds:	
Reserves .....	\$527,576 48
Total sinking and other special funds .....	527,576 48
Profit and loss balance—surplus .....	37,320 30
Total .....	\$1,201,104 22

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:	
Capital stock authorized By law, common .....	\$500,000 00
Capital stock authorized by law, preferred .....	.....
Total capital stock authorized by law .....	\$500,000 00
Capital stock authorized by votes of company, common .....	.....
Capital stock authorized by votes of company, preferred .....	.....
Total capital stock authorized by vote .....	.....
Capital stock issued and outstanding, common .....	\$125,000 00
Capital stock issued and outstanding, preferred .....	.....
Total capital stock outstanding .....	\$125,000 00
Amount paid in on .....shares not yet issued .....	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....
Total capital stock liability .....	.....
Number of shares issued and outstanding,	
Common .....	1,250
Number of shares issued and outstanding,	
Preferred .....	.....
Total number of shares outstanding .....	1,250
Number of stockholders, common .....	8
Number of stockholders, preferred .....	.....
Total number of stockholders .....	8
Amount of stock held, common .....	\$125,000 00
Amount of stock preferred .....	.....
Total stock held .....	\$125,000 00

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, etc.:		
Number of passengers paying revenue carried during the year .....	1,218,383	
Number carried per mile of main railway track operated .....	58,830	
Number of car miles run .....	276,779	
Average number of persons employed .....	131	
If the Company commenced operation during the year, give the date..		
Average amount received from each passenger .....	7.87c.	
Amount of passenger earnings per mile of road .....	\$4,630 53	
Freight:		
Number of tons freight earning revenue .....	168,617	
Number of tons freight carried per mile of road .....	8,141	
Average amount received for each ton of freight .....	69c.	
Average receipts per ton of freight per mile .....	14.29c.	
Average rate of speed of passenger cars per hour .....	10	
Average rate of speed of freight cars per hour .....	6	

Description of Equipment.														
	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.
Box passenger cars.....	11	..	..	3	2	3	....	1	....	..	2	3	2	....
Open passenger cars .....	4	..	..	....	....	....	....	....	....	..	..	..	..	..
														9

MISCELLANEOUS EQUIPMENT.

Total Number.

Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses . . . . .	
Other items of equipment .....	

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway Owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line.....	17.81	.....	.....	.....	17.81
Length of second main track..	2.90	.....	.....	.....	2.90
Total length of main track	20.71	..	.....	.....	20.71
Length of sidings, switches, etc.	7.25	.....	.....	.....	7.25
Total computed as single track.....	27.96	.....	.....	.....	27.96
Length of line under construction .....	.....	.....	.....	.....	.....



DESCRIPTION OF FREIGHT CARRIED FOR THE YEAR ENDING JUNE 30TH, 1917.

Flour.		Grain.		Live Stock		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft.B.M.	Tons.	Cords.	Tons.			
29,285	3,171	222979	5,462	1037	623	8,760	12931	1,067	60910	85,520	168,617	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. of ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
25.42	1	56 to 80	.....	2,345	

Names of the several cities and towns in which the railways operated by the Company are located: Galt, Preston, Hespeler, Kitchener, Waterloo, and Townships Waterloo and N. Dumfries.

SUMMARY OF ACCIDENTS TO PROPERTY.  
June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property .....	.....	.....	.....	.....	.....	.....
Damage to property of Municipality .....	.....	.....	.....	.....	.....	.....
Damage to private property .....	.....	.....	.....	.....	.....	.....
Total .....	.....	.....	.....	.....	.....	.....

Total amount paid during year for damages caused by accidents .....

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	.....	.....	6	.....	6
Employees .....	.....	8	.....	.....	.....	8
Other persons .....	.....	.....	1	.....	1	.....
Totals .....	.....	8	1	6	1	14

## STATEMENT OF EACH ACCIDENT.

1916—Aug. 12, Robt. Gibson, injured arm; Sept. 9, F. S. McKnight, burned ear; Sept. 28, W. T. Gristy, scratch on head; Nov. 6, Mr. Lawler, scratch on face; Nov. 8, Jas. Gancie, child ran on track.

1917—Jan. 6, J. Garnet, finger burned; Feb. 9, Mrs. Wood, bruised hip; Feb. 9, O. Ward, bruised hip; March 1, Mrs. Latsch, neck strained; March 19, S. A. Richardson, fell off car, shoulder hurt; March 26, F. D. Simpson, keg fell on foot; April 3, Geo. B. Tarlin, fell off car, bruised; April 23, Mrs. Genkinson, bruised side; June 15, Peter Hopp, broke leg.

## CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: Galt, Preston & Hespeler Street Railway Company, Galt.

Names and business address of principal officers: President, Martin N. Todd, Galt; Vice-President, George D. Forbes, Hespeler; Treasurer, Wm. H. Lutz, Galt; Clerk of Corporation, Wm. H. Lutz, Galt; Auditors, G. C. Easton and J. M. Irwin, Galt; General Manager, M. W. Kirkwood, Galt; Superintendent, M. M. Todd, Galt.

Name of officer, and address, to whom correspondence regarding this report should be addressed: Wm. H. Lutz, Secretary-Treasurer, Galt.

Names and residence of Board of Directors: M. N. Todd, Galt; George D. Forbes, Hespeler; Fredk. Clare, Preston; J. T. Arundel, Toronto; H. McCulloch, Galt.

## ANNUAL REPORT OF THE GUELPH RADIAL RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:	
Gross earnings from operation .....	\$46,095 30
Operating expenses .....	36,816 69
Net earnings from operation.....	\$9,278 61
Miscellaneous Income:	
Bank interest, \$145.48; rent of property, \$352.33.. ....	\$497 81
Station and car privileges, \$425.75 .....	425 75
Total miscellaneous income .....	923 56
Gross income above operating expenses .....	\$10,202 17
Charges Upon Income Accrued During the Year:	
Interest on funded debt .....	.....
Interest and discount on unfunded debts and loans ..	.....
Taxes, Municipal .....	\$1,695 34
Taxes, Provincial .....	.....
Taxes, Commutation .....	.....
	\$1,695 34
Rentals of leased railways .....	.....
Payments to sinking and other special funds .....	.....
Other deductions from income .....	.....
Total charges and deductions from income .....	1,695 34
Net divisible income .....	\$8,506 83
Dividends declared.....per cent. on \$ .....	.....
.....per cent. on .....	.....
Total dividends declared .....	7,680 07
Surplus for the year ending June 30th, 1917 .....	\$826 76



Amount of surplus or deficit, June 30th, .....  
 Credits to profit and loss account during the year .....

Total credits .....

Debits to profit and loss account during the year .....

Total debits .....

Net amount credited to profit and loss .....

Total surplus or deficit, June 30th, 1917 .....

#### EARNINGS AND EXPENSES OF OPERATION.

##### Earnings from Operation:

Receipts from passengers carried .....	\$42,865 71	
" carriage of mails .....		
" carriage of express and parcels .....		
" carriage of freight .....	3,229 59	
" tolls for use of tracks by other companies .....		
" rentals of buildings and other property .....	425 75	
" advertising in cars .....	352 33	
" interest on deposits .....	145 48	
Other earnings from operation .....		
Gross earnings from operation .....		\$47,018 86

##### Expenses of Operation:

##### General Expenses:

Salaries of general officers and clerks and attendants .....	\$3,000 90
General office expenses and supplies .....	143 18
Legal expenses .....	
Insurance .....	1,382 66
Switching charges, if any .....	250 02
Other general expenses, store room .....	

##### Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	\$3,218 17
Repair of electric line construction .....	539 58
Repair of buildings .....	

##### Maintenance of Equipment:

Repair of cars .....	\$2,256 17
Repair of electric equipment of cars .....	2,585 90
Repair of miscellaneous equipment .....	285 29
Provender and stabling .....	

##### Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$ .....; net .....	\$7,845 60
Wages and compensation of persons employed in conducting transportation .....	13,022 28
Removal of snow and ice .....	
Damages for injuries to persons and property .....	326 00
Tolls for trackage over other railways .....	
Rentals of buildings and other property .....	
Other transportation expenses .....	2,733 81
.....	922 52

Total operating expenses ..... \$38,512 03

#### PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR

##### Additions to Railway:

Extension of tracks (length.....feet) .....	
New electric line construction (length.....feet) ....	
Other additions to railway, ballasting .....	\$13 20

Total additions to railway ..... \$13 20

## Additions to Equipment:

Additional cars (.....in number) .....	
Electric equipment of same .....	\$65 00
Other additional rolling stock .....	
Other additions to equipment .....	278 33
Total additions to equipment .....	\$343 33

## Additions to Land and Buildings:

Additional land necessary for operation of railway ..	
New electric power stations, including machinery, etc.	\$18 14
Additional equipment of power stations .....	
Other new buildings necessary for operation of railway	14 70
Total additions to land and buildings .....	32 84

## Additions to Other Permanent Property:

Office equipment .....	\$54 95
Total additions to other permanent property .....	54 95
Total additions to property accounts .....	\$444 32

## Deductions from property accounts (property sold or reduced in valuation and credited to property accounts):

Sale of land .....	\$64 00
Total deductions from property accounts .....	64 00
Net addition to property accounts for the year .....	\$380 32

## GENERAL BALANCE SHEET.

## Assets:

## Cost of Railway:

Roadbed and tracks .....	
Electric line construction, including poles, wiring, feeder lines, etc. ....	
Interest accrued during construction of railway .....	
Engineering and other expenses incident to construction . .	
Other items of railway cost .....	

Total cost of railway owned .....

## Cost of Equipment:

Passenger cars and other rolling stock .....	
Electric equipment of same .....	
Other items of equipment .....	

Total cost of equipment owned .....

## Cost of Land and Buildings:

Land necessary for operation of railway .....	
Electric power stations, including equipment .....	
Other buildings necessary for operation of railway ..	

Total cost of land and buildings owned .....

Other permanent property .....

Total cost of other permanent property owned .....

Total permanent investments ..... \$196,839 08

## Cash and Current Assets:

Cash . .	\$9,119 67
Bills and accounts receivable .....	480 89
Sinking and other special funds .....	
Other cash and current assets .....	

Total cash and current assets ..... 9,600 56



## Miscellaneous Assets:

Materials and supplies .....	\$5,192 68
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## Other Assets and Property:

Prepaid accounts, insurance, \$194.60; charter exp. ...	484 50
---	--------

Total miscellaneous assets .....	\$5,677 18
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Profit and loss balance—deficit .....	
---------------------------------------	--

Total . . . . .	\$212,116 82
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## Liabilities:

Capital stock, common .....	\$169,870 00
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Capital stock, preferred .....	
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Total capital stock .....	\$169,870 00
---------------------------	--------------

Funded debt .....	
-------------------	--

Real estate mortgages .....	
-----------------------------	--

## Current Liabilities:

Loans and notes payable .....	
-------------------------------	--

Audited vouchers and accounts .....	\$1,600 94
-------------------------------------	------------

Salaries and wages .....	162 57
--------------------------	--------

Dividends not called for .....	7,680 07
--------------------------------	----------

Matured interest coupons unpaid .....	
---------------------------------------	--

Rentals due and unpaid .....	
------------------------------	--

Miscellaneous current liabilities .....	
---	--

Total current liabilities .....	\$9,443 58
---------------------------------	------------

## Accrued Liabilities:

Interest accrued and not yet due .....	
--	--

Taxes accrued and not yet due .....	
-------------------------------------	--

Rentals accrued and not yet due .....	
---------------------------------------	--

Miscellaneous accrued liabilities .....	
---	--

Total accrued liabilities .....	
---------------------------------	--

## Sinking and Other Special Funds:

Depreciation reserve .....	\$27,819 13
----------------------------	-------------

Total sinking and other special funds .....	27,819 13
---	-----------

Profit and loss balance—surplus .....	4,984 11
---------------------------------------	----------

Total . . . . .	\$212,116 82
-----------------	--------------

## CAPITAL STOCK—REAL ESTATE MORTGAGES.

## Capital Stock:

Capital stock authorized by law, common .....	\$200,000 00
---	--------------

Capital stock authorized by law, preferred .....	
--	--

Total capital stock authorized by law .....	\$200,000 00
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Capital stock authorized by votes of company, common .....	
--	--

Capital stock authorized by votes of company, preferred .....	
---	--

Total capital stock authorized by vote .....	
--	--

Capital stock issued and outstanding, common .....	\$187,000 00
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Capital stock issued and outstanding, preferred .....	6,000 00
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Total capital stock outstanding .....	\$193,000 00
---------------------------------------	--------------

Amount paid in on ..... shares not yet issued .....	
---	--

Amount paid in on stock to be exchanged .....	
---	--

Scrip convertible into stock .....	
------------------------------------	--

Other paid stock liability .....	
----------------------------------	--

Total capital stock liability .....	\$193,000 00
-------------------------------------	--------------

Number of shares issued and outstanding, common . . . . .	1,930
Number of shares issued and outstanding, preferred . . . . .	....
Total number of shares outstanding . . . . .	1,930
Number of stockholders, common . . . . .	....
Number of stockholders, preferred . . . . .	....
Total number of stockholders . . . . .	....
Amount of stock held, common . . . . .	.....
Amount of stock held, preferred . . . . .	.....
Total stock held . . . . .	.....

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, etc.:	
Number of passengers paying revenue carried during the year . . . . .	1,097,503
Number carried per mile of main railway track operated . . . . .	129,111
Number of car miles run . . . . .	228,000
Average number of persons employed . . . . .	25
If the Company commenced operation during the year, give the date	
Average amount received from each passenger . . . . .	3.96c.
Amount of passenger earnings per mile of road . . . . .	\$5,042 95

Freight:	
Number of tons freight earning revenue (estimated) . . . . .	14,000
Number of tons freight carried per mile of road . . . . .	1,642
Average amount received for each ton of freight . . . . .	23.1c.
Average receipts per ton of freight per mile . . . . .	
Average rate of speed of passenger cars per hour . . . . .	9.5 miles
Average rate of speed of freight cars per hour . . . . .	6.0 miles

Description of Equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters
Box passenger cars .....	8	..	..	1	....	....	....	....	....	..	1	1	1	4	3	5
*Open passenger cars .....	4	..	..	....	....	....	....	....	....	..	..	..	..	....	....	..



MISCELLANEOUS EQUIPMENT.

Barges and omnibuses .....	Total Number.
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses .....	
Other items of equipment .....	

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line.....	8.03	.....	.....	.....	8.03
Length of second main track..	.....	.....	.....	.....	.....
Total length of main track	8.03	.....	.....	.....	8.03
Length of sidings, switches, etc.	.67	.....	.....	.....	.67
Total computed as single track .....	8.70	.....	.....	.....	8.70
Length of line under construction .....	.....	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED FOR THE YEAR ENDING JUNE 30TH, 1917.

Flour.		Grain.		Live Stock		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft.B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	14,000	14,000	approx.
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
T	.....	80	.....	2,690	.....
T	.....	60	.....	2,690	.....
T	.....	56	.....	2,690	.....

Names of the several cities and towns in which the railways operated by the Company are located: Guelph, Ont.

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property .....	.....	2	.....	.....	.....	.....
Damage to property of Municipality. ....	.....	.....	.....	.....	.....	.....
Damage to private property .....	.....	.....	.....	.....	.....	.....
Total.....	.....	2	.....	.....	.....	.....

Total amount paid during year for damages caused by accidents. ....

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	.....	.....	.....	.....	.....
Employees .....	.....	.....	.....	.....	.....	.....
Other persons .....	.....	.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....	.....	.....

CORPORATE ORGANIZATION.

Corporate name and address of the Company: Guelph Radial Railway Company, Guelph, Ont.

Names and business address of principal officers: President, James Walter Lyon, Guelph, Ont.; Vice-President, Walter E. Buckingham, Guelph, Ont.; Treasurer, Charles E. Howett, Guelph, Ont.; Clerk of Corporation, Thomas J. Moore, Guelph, Ont.; General Counsel, Hugh Guthrie, Guelph, Ont.; Auditor, Fred Page Higgins, Toronto, Ont.; General Manager, Arthur Hilliard Foster, Guelph, Ont..

Name of officer, and address, to whom correspondence regarding this report should be addressed: A. H. Foster, Manager, Guelph, Ont.

Names and residence of Board of Directors: J. W. Lyon, Guelph; W. E. Buckingham, Guelph; Chas. E. Howett, Guelph; Harry Westoby, Guelph; John Newstead, Guelph.

ANNUAL REPORT OF THE

HAMILTON & DUNDAS STREET RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:	
Gross earnings from operation .....	\$74,628 08
Operating expenses .....	61,945 13
Net earnings from operation .....	\$12,682 95



Miscellaneous income .....	
Total miscellaneous income .....	
Gross income above operating expenses .....	\$12,682 95

## Charges Upon Income Accrued During the Year:

Interest on funded debt .....	\$5,000 00
Interest and discount on unfunded debts and loans ..	.....
Taxes, Municipal .....	\$862 12
Taxes, Provincial .....	55 70
Taxes, Commutation, mileage .....	347 19
	<u>1,265 01</u>

Rentals of leased railways .....	.....
Payments to sinking and other special funds .....	.....
Other deductions from income .....	.....

Total charges and deductions from income .....	6,265 01
--	----------

Net divisible income .....	6,417 94
----------------------------	----------

Dividends declared, 10 per cent. on \$100,000 .....	.....
.....per cent. on .....	.....

Total dividends declared .....	10,000 00
--------------------------------	-----------

Deficit for the year ending June 30th, 1917 .....	\$3,582 06
---	------------

Amount of surplus, June 30th, 1916 .....	66,976 74
--	-----------

Credits to profit and loss account during the year .....	.....
--	-------

Total credits .....	.....
---------------------	-------

Debits to profit and loss account during the year .....	.....
---	-------

Total debits .....	.....
--------------------	-------

Net amount credit to profit and loss .....	.....
--	-------

Total surplus, June 30th, 1917 .....	\$63,394 68
--------------------------------------	-------------

## EARNINGS AND EXPENSES OF OPERATION.

## Earnings from Operation:

Receipts from passengers carried .....	\$68,821 02
" carriage of mails .....	248 00
" carriage of express and parcels .....	772 05
" carriage of freight .....	158 99
" tolls for use of tracks by other com-	
panies . . . . .	2,795 68
" rentals of buildings and other property	753 99
" advertising in cars .....	100 00
" interest on deposits .....	.....

## Other Earnings from Operation:

Chartered cars .....	978 35
----------------------	--------

Gross earnings from operation .....	\$74,628 08
-------------------------------------	-------------

## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants	\$4,175 32
General office expenses and supplies .....	178 76
Legal expenses .....	208 76
Insurance . . . . .	131 69
Switching charges, if any .....	.....

## Other General Expenses:

Advertising . . . . .	29 55
Incidentals . . . . .	467 54

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	\$9,133 12
Repair of electric line construction .....	1,270 98
Repair of buildings .....	77 71

## Maintenance of Equipment:

Maintenance and renewal .....	7,647 53
Repair of cars .....	919 86
Repair of electric equipment of cars .....	356 86
Repair of miscellaneous equipment .....	.....
Provender and stabling .....	48 00

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$ .....; net .....	7,546 97
Wages and compensation of persons employed in conducting transportation .....	13,567 17
Removal of snow and ice .....	338 21
Damages for injuries to persons and property .....	1,621 09
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	12,292 69

## Other Transportation Expenses:

Supplies for cars .....	1,179 81
Heating and incidentals .....	753 51

Total operating expenses ..... \$61,945 13

## GENERAL BALANCE SHEET.

## Assets:

## Cost of Railway:

Roadbed and tracks .....	.....
Electric line construction, including poles, wiring, feeder lines, etc. ....	.....
Interest accrued during construction of railway .....	.....
Engineering and other expenses incident to construction ..	.....
Other items of railway cost .....	.....

Total cost of railway owned ..... ..

## Cost of Equipment:

Passenger cars and other rolling stock .....	.....
Electric equipment of same .....	.....
Other items of equipment .....	.....

Total cost of equipment owned ..... ..

## Cost of Land and Buildings:

Land necessary for operation of railway .....	.....
Electric power stations, including equipment .....	.....
Other buildings necessary for operation of railway ..	.....

Total cost of land and buildings owned ..... ..

## Other Permanent Property:

Total cost of other permanent property owned .. ..

Total permanent investments ..... \$218,586 13

## Cash and Current Assets:

Cash . . . . .	\$67,043 74
Bills and accounts receivable .....	4,381 79
Sinking and other special funds .....	.....

## Other Cash and Current Assets:

Fire insurance .....	14 00
----------------------	-------

Total cash and current assets ..... 71,439 53



Miscellaneous Assets:		
Materials and supplies .....	.....	
Other assets and property .....	.....	
<hr/>		
Total miscellaneous assets .....	.....	
Profit and loss balance—deficit .....	.....	
<hr/>		
Total ..	.....	\$290,025 66
Liabilities:		
Capital stock, common .....	\$100,000 00	
Capital stock, preferred .....	.....	
<hr/>		
Total capital stock .....	.....	\$100,000 00
Funded debt .....	.....	100,000 00
Real estate mortgages .....	.....	
Current Liabilities:		
Loans and notes payable .....	.....	
Audited vouchers and accounts .....	\$42 02	
Salaries and wages .....	.....	
Dividends not called for .....	.....	
Matured interest coupons unpaid .....	.....	
Rentals due and unpaid .....	.....	
Miscellaneous Current Liabilities:		
Maintenance and renewal fund .....	21,317 46	
Accident insurance reserve .....	5,063 12	
<hr/>		
Total current liabilities .....	.....	26,422 60
Accrued Liabilities:		
Interest accrued and not yet due .....	.....	
Taxes accrued and not yet due .....	\$208 38	
Rentals accrued and not yet due .....	.....	
Miscellaneous accrued liabilities .....	.....	
<hr/>		
Total accrued liabilities .....	.....	208 38
Sinking and other special funds .....		
<hr/>		
Total sinking and other special funds .....	.....	
Profit and loss balance—surplus .....	.....	63,394 68
<hr/>		
Total ..	.....	\$290,025 66

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital stock:		
Capital stock authorized by law, common .....	\$100,000 00	
Capital stock authorized by law, preferred .....	.....	
<hr/>		
Total capital stock authorized by law .....	\$100,000 00	
Capital stock authorized by votes of company, common .....	.....	
Capital stock authorized by votes of company, preferred .....	.....	
<hr/>		
Total capital stock authorized by vote .....	.....	
Capital stock issued and outstanding, common .....	\$100,000 00	
Capital stock issued and outstanding, preferred .....	.....	
<hr/>		
Total capital stock outstanding .....	\$100,000 00	
Amount paid in on .....shares not yet issued ....	.....	
Amount paid in on stock to be exchanged .....	.....	
Scrip convertible into stock .....	.....	
Other paid stock liability .....	.....	
<hr/>		
Total capital stock liability .....	.....	

Number of shares issued and outstanding, common . . . . .	1,000
Number of shares issued and outstanding, preferred . . . . .	....
Total number of shares outstanding . . . . .	1,000
Number of stockholders, common . . . . .	8
Number of stockholders, preferred . . . . .	....
Total number of stockholders . . . . .	8
Amount of stock held, common . . . . .	.....
Amount of stock held, preferred . . . . .	.....
Total stock held . . . . .	.....

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year . . . . .	935,628
Number carried per mile of main railway track operated . . . . .	133,771
Number of car miles run . . . . .	157,464
Average number of persons employed . . . . .	26
If the Company commenced operation during the year, give the date ..	
Average amount received from each passenger . . . . .	7.36c.
Amount of passenger earnings per mile of road . . . . .	\$9,831 57

Freight:	
Number of tons freight earning revenue . . . . .	361
Number of tons freight carried per mile of road . . . . .	52
Average amount received for each ton of freight . . . . .	44c.
Average receipts per ton of freight per mile . . . . .	
Average rate of speed of passenger cars per hour . . . . .	12 miles
Average rate of speed of freight cars per hour . . . . .	12 miles

Description of equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with Electric heaters.
Box passenger cars . . . . .	1	..	..	..	..	..	..	..	..	..	..	..	..	1	1	....
Open passenger cars.....	2	..	..	..	..	..	..	..	..	..	..	..	..	2	....	....



MISCELLANEOUS EQUIPMENT.

	Total Number.
Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses .....	
Other items of equipment .....	

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line .....	5.848	.....	1.132	6.98	6.98
"    of second main track. ....		.....			
Total length of main-track .....	5.848	.....	1.132	6.98	6.98
Length of sidings, switches, etc. ....		.....			
Total, computed as single track .....		.....			
Length of line under construc- tion .....		.....			

DESCRIPTION OF FREIGHT CARRIED FOR THE YEAR ENDING JUNE 30TH, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total Tonnage	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft.B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	361	361	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	.....	.....	.....	.....

Names of the several cities and towns in which the railways operated by the Company are located: Hamilton and Dundas.

SUMMARY OF ACCIDENTS TO PROPERTY.  
June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....		1				1
Damage to property of Municipality.....						
Damage to private property.....		1				1
Total.....		2				2

Total amount paid during year for damages caused by accidents \$......

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured	Killed.	Injured.	Killed.	Injured.
Passengers.....		3		3		6
Employees.....						
Other persons.....						
Totals.....		3		3		6

CORPORATE ORGANIZATION.

Corporate name and address of the Company: The Hamilton & Dundas Street Railway Co.

Names and business address of principal officers: President, John Dickenson, Hamilton, Ont.; Vice-President, James Dixon, Hamilton, Ont.; Treasurer, James Dixon, Hamilton, Ont.; Clerk of Corporation, Geo. D. Fearman, Hamilton, Ont.; General Counsel, Gibson, Levy & Gibson, Hamilton, Ont.; Auditor, C. S. Scott, F.C.A., Hamilton, Ont.; General Manager, E. P. Coleman, Hamilton, Ont.; Superintendent, Geo. E. Waller, Hamilton, Ont.

Name of officer, and address, to whom correspondence regarding this report should be addressed: E. P. Coleman, General Manager, Hamilton, Ont.

Names and residence of Board of Directors: Lieut.-Col. J. R. Moodie, Hamilton, Ont.; James Dixon, Hamilton, Ont.; Wm. C. Hawkins, Hamilton, Ont.; John Dickenson, Hamilton, Ont.; Alex. Bruce, Toronto, Ont.; J. W. MacDonnell, Toronto, Ont.



ANNUAL REPORT OF THE  
HAMILTON, GRIMSBY & BEAMSVILLE ELECTRIC RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:

Gross earnings from operation .....	\$133,235 70	
Operating expenses .....	130,222 16	
Net earnings from operation .....		\$3,013 54
Miscellaneous income .....		
Total miscellaneous income .....		
Gross income above operating expenses .....		\$3,013 54
Charges Upon Income Accrued During the Year:		
Interest on funded debt .....	\$7,500 00	
Interest and discount on unfunded debts and loans ..	2,519 25	
Taxes, Municipal .....	\$3,675 82	
Taxes, Provincial .....	225 90	
Taxes, Commutation .....	677 87	
	4,579 59	
Rentals of leased railways .....		
Payments to sinking and other special funds .....		
Other deductions from income .....		
Total charges and deductions from income .....		\$14,598 84
Net divisible income .....		
Dividends declared.....per cent. on \$ .....		
.....per cent. on .....		
Total dividends declared .....		
Deficit for the year ending June 30th, 1917 .....		\$11,585 30
Amount of surplus, June 30th, 1916 .....		24,543 83
Credits to profit and loss account during the year .....		
Total credits .....		
Debits to Profit and Loss Account During the Year:		
Bad debts written off .....	\$500 00	
Total debits .....	\$500 00	
Net amount credited to profit and loss .....		
Total surplus, June 30th, 1917 .....		\$12,458 53

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:

Receipts from passengers carried .....	\$87,142 86	
“ carriage of mails .....	600 00	
“ carriage of express and parcels .....	8,070 22	
“ carriage of freight .....	28,084 45	
“ tolls for use of tracks by other com- panies .....		
“ rentals of buildings and other property .....	8,093 47	
“ advertising in cars .....	350 00	
“ interest on deposits .....		
Other Earnings from Operation:		
Chartered cars .....	894 70	
Gross earnings from operation .....		\$133,235 70

## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants.	\$8,974 76
General office expenses and supplies .....	685 81
Legal expenses .....	3,777 92
Insurance . . . . .	843 52
Switching charges, if any .....	.....

## Other General Expenses:

Advertising . . . . .	53 10
Incidental . . . . .	1,136 24

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	14,243 05
Repair of electric line construction .....	3,694 91
Repair of buildings .....	875 48
Maintenance and renewals .....	3,801 58

## Maintenance of Equipment:

Repair of cars .....	11,226 47
Repair of electric equipment of cars .....	5,795 03
Repair of miscellaneous equipment .....	1,206 98
Provender and stabling .....	1,109 72

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$.....; net .....	16,826 01
Wages and compensation of persons employed in con- ducting transportation .....	27,298 44
Removal of snow and ice .....	973 45
Damages for injuries to persons and property .....	3,770 28
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	19,744 79

## Other Transportation Expenses:

Supplies . . . . .	2,296 04
Heating and incidental .....	1,888 58

Total operating expenses ..... \$130,222 16

## PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

## Additions to Railway:

Extension of tracks (length.....feet) .....	.....
New electric line construction (length.....feet) ..	.....
Other additions to railway .....	.....

Total additions to railway .....

## Additions to Equipment:

Additional cars (.....in number) .....	.....
Electric equipment of same .....	.....
Other additional rolling stock .....	.....
Other additions to equipment .....	.....

Total additions to equipment .....

## Additions to Land and Buildings:

Additional land necessary for operation of railway ..	.....
New electric power stations, including machinery, etc. ....	.....
Additional equipment of power stations .....	.....
Other new buildings necessary for operation of railway	158 60

Total additions to land and buildings ..... \$158 60

## Additions to Other Permanent Property:

Interest discount .....	\$146 01
-------------------------	----------

Total additions to other permanent property ..... 146 01

Total additions to property accounts ..... \$304 61



Deductions from property accounts (property sold or reduced in valuation and credited to property accounts):

Electric equipment of cars ..... \$165 00

Total deductions from property accounts ..... \$165 00

Net addition to property accounts for the year ..... \$139 61

#### GENERAL BALANCE SHEET.

#### Assets:

##### Cost of Railway:

Roadbed and tracks .....  
Electric line construction, including poles, wiring,  
feeder lines, etc. ....  
Interest accrued during construction of railway ....  
Engineering and other expenses incident to construction ..  
Other items of railway cost .....

Total cost of railway owned .....  
.....

##### Cost of Equipment:

Passenger cars and other rolling stock .....  
Electric equipment of same .....  
Other items of equipment .....

Total cost of equipment owned .....  
.....

##### Cost of Land and Buildings:

Land necessary for operation of railway .....  
Electric power stations, including equipment .....  
Other buildings necessary for operation of railway ..

Total cost of land and buildings owned .....  
.....

Other permanent property .....  
.....

Total cost of other permanent property owned ...  
Not separated.

Total permanent investments ..... \$488,391 74

##### Cash and Current Assets:

Cash .....  
Bills and accounts receivable ..... \$2,566 35  
Sinking and other special funds .....

##### Other Cash and Current Assets:

Prepaid fire insurance ..... 79 30

Total cash and current assets ..... 2,645 65

##### Miscellaneous Assets:

Materials and supplies .....  
Other assets and property .....

Total miscellaneous assets .....  
Profit and loss balance—deficit .....

Total ..... \$491,037 39

#### Liabilities:

Capital stock, common ..... \$235,000 00  
Capital stock, preferred .....

Total capital stock ..... \$235,000 00  
Funded debt ..... 150,000 00  
Real estate mortgages .....

## Current Liabilities:

Loans and notes payable .....	\$52,814 01
Audited vouchers and accounts .....	36 70
Salaries and wages .....	.....
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....
Rentals due and unpaid .....	.....

## Miscellaneous Current Liabilities:

Accident insurance fund .....	3,436 87
Maintenance and renewal fund .....	34,110 53

Total current liabilities ..... \$90,398 11

## Accrued Liabilities:

Interest accrued and not yet due .....	\$1,250 00
Taxes accrued and not yet due .....	1,930 75
Rentals accrued and not yet due .....	.....
Miscellaneous accrued liabilities .....	.....

Total accrued liabilities ..... 3,180 75

Sinking and other special funds ..... ..

Total sinking and other special funds ..... 12,458 53

Profit and loss balance—surplus ..... 12,458 53

Total . . . . . \$491,037 39

## CAPITAL STOCK—REAL ESTATE MORTGAGES.

## Capital Stock:

Capital stock authorized by law, common .....	\$235,000 00
Capital stock authorized by law, preferred .....	.....

Total capital stock authorized by law ..... \$235,000 00

Capital stock authorized by votes of company, common .....	.....
Capital stock authorized by votes of company, preferred .....	.....

Total capital stock authorized by vote .....

Capital stock issued and outstanding, common .....	\$235,000 00
Capital stock issued and outstanding, preferred .....	.....

Total capital stock outstanding ..... \$235,000 00

Amount paid in on ..... shares not yet issued ....	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....

Total capital stock liability ..... \$235,000 00

Number of shares issued and outstanding, common . . . . .	2,350
Number of shares issued and outstanding, preferred . . . . .	.....

Total number of shares outstanding ..... 2,350

Number of stockholders, common .....	8
Number of stockholders, preferred .....	.....

Total number of stockholders ..... 8

Amount of stock held, common .....	.....
Amount of stock held, preferred .....	.....

Total stock held .....



REAL ESTATE MORTGAGES.

Description of mortgage property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:

Number of passengers paying revenue carried during the year .....	660,420
Number carried per mile of main railway track operated .....	29,311
Number of car miles run .....	396,500
Average number of persons employed .....	68
If the Company commenced operation during the year, give the date ..	
Average amount received from each passenger .....	13.19c.
Amount of passenger earnings per mile of road .....	\$3,855 92

Freight:

Number of tons freight earning revenue .....	40,113
Number of tons freight carried per mile of road .....	1,775
Average amount received for each ton of freight .....	70c.
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger cars per hour .....	15 miles
Average rate of speed of freight cars per hour .....	15 miles

Description of equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Box passenger cars.....	8	..	..	.....	4	....	....	....	....	..	..	....	....	12	4	8
Open passenger cars.....	2	..	..	.....	....	....	....	....	....	..	..	....	....	2	....	....

MISCELLANEOUS EQUIPMENT.

Barges and omnibuses .....	Total Number.
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses . . . ..	
Other items of equipment .....	

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line.....	22.6	.....	.....	.....	22.6
„ of second main track..	.....	.....	.....	.....	.....
Total length of main track	22.6	.....	.....	.....	22.6
Length of sidings, switches, etc.	.....	.....	.....	.....	.....
Total, computed as single track	.....	.....	.....	.....	.....
Length of line under construct- tion .....	.....	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED FOR THE YEAR ENDING JUNE 30TH, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total tonnage	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft. B. M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	40,113	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	56	.....	2,540	.....
.....	.....	65	.....	2,540	.....
.....	.....	84	.....	528	Steel ties laid in concrete.

Names of the several cities and towns in which the railways operated by the Com-  
pany are located: Hamilton, Grimsby and Beamsville.

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's pro- perty.....	.....	7	.....	8	.....	2
Damage to property of Muni- cipality.....	.....	.....	.....	.....	.....	.....
Damage to private property.	.....	3	.....	5	.....	5
Total.....	.....	10	.....	13	.....	7

Total amount paid during year for damages caused by accidents, \$.....



ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	12	.....	5	.....	17
Employees .....	.....	4	.....	1	.....	5
Other persons .....	.....	2	.....	2	.....	4
Totals .....	.....	18	.....	8	.....	26

CORPORATE ORGANIZATION.

Corporate name and address of the Company: Hamilton, Grimsby & Beamsville Electric Railway Co.

Names and business address of principal officers: President, Wm. C. Hawkins, Hamilton, Ont.; Vice-President, John Dickenson, Hamilton, Ont.; Treasurer, James Dixon, Hamilton, Ont.; Clerk of Corporation, Geo. D. Fearman, Hamilton, Ont.; General Counsel, Gibson, Levy & Gibson, Hamilton, Ont.; Auditor, C. S. Scott, F.C.A.; General Manager, E. P. Coleman, Hamilton, Ont.; Superintendent, Geo. E. Waller, Hamilton, Ont.

Name of officer, and address, to whom correspondence regarding this report should be addressed: E. P. Coleman, General Manager, Hamilton, Ont.

Names and residence of Board of Directors: Lieut.-Col. J. R. Moodie, Hamilton, Ont.; James Dixon, Hamilton, Ont.; Wm. C. Hawkins, Hamilton, Ont.; J. W. Sutherland, Hamilton, Ont.; Sir John M. Gibson, Hamilton, Ont.; W. E. Phin, Hamilton, Ont.; John Dickenson, Hamilton, Ont.

ANNUAL REPORT OF THE  
HAMILTON STREET RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:	
Gross earnings from operation .....	\$741,349 05
Operating expenses .....	482,012 20
Net earnings from operation .....	\$259,336 85
Miscellaneous income .....	
Total miscellaneous income .....	
Gross income above operating expenses .....	\$259,336 85
Charges Upon Income Accrued During the Year:	
Interest on funded debt .....	\$19,329 85
Interest and discount on unfunded debts and loans ..	728 23
Taxes, Municipal .....	\$6,551 47
Taxes, Provincial .....	1,895 70
Taxes, Commutation, mileage and per- centage ..	66,937 90
Rentals of leased railways .....	
	75,385 07
Payments to sinking and other special funds .....	
Other deductions from income .....	
Total charges and deductions from income .....	95,443 20
Net divisible income .....	\$163,893 65

Dividends declared, 10 per cent. on \$ .....	\$113,225 00
.....per cent. on .....	
Total dividends declared .....	\$113,225 00
Surplus for the year ending June 30th, 1917 .....	\$50,668 65
Amount of surplus, June 30th, 1916 .....	383,360 92
Credits to profit and loss account during the year .....	\$434,029 57
Total credits .....	
Debits to Profit and Loss Account During the Year:	
Transferred to reserve .....	\$100,000 00
Total debits .....	
Net amount credited to profit and loss .....	100,000 00
Total surplus, June 30th, 1917 .....	\$434,029 57

## EARNINGS AND EXPENSES OF OPERATION.

## Earnings from Operation:

Receipts from passengers carried .....	\$735,906 20
“ carriage of mails .....	
“ carriage of express and parcels .....	
“ carriage of freight .....	
“ tolls for use of tracks by other com- panies .....	
“ rentals of buildings and other property .....	3,395 51
“ advertising in cars .....	725 00
“ interest on deposits .....	

## Other Earnings from Operation:

Chartered cars .....	1,322 34
----------------------	----------

Gross earnings from operation .....	\$741,349 05
-------------------------------------	--------------

## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants .....	\$27,111 15
General office expenses and supplies .....	1,174 49
Legal expenses .....	1,967 68
Insurance .....	2,345 84
Switching charges, if any .....	

## Other General Expenses:

Advertising .....	195 70
Incidental .....	2,107 58

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	12,678 49
Repair of electric line construction .....	7,617 98
Repair of buildings .....	409 58

## Maintenance of Equipment:

Maintenance and renewal .....	30,120 60
Repair of cars .....	36,846 19
Repair of electric equipment of cars .....	27,924 90
Repair of miscellaneous equipment .....	
Provender and stabling .....	

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$.....; net .....	69,308 83
Wages and compensation of persons employed in con- ducting transportation .....	193,940 05
Removal of snow and ice .....	2,909 99
Damages for injuries to persons and property .....	22,104 82
Tolls for trackage over other railways .....	
Rentals of buildings and other property .....	21,405 84



Other Transportation Expenses:	
Supplies . . . . .	\$12,488 34
Heating and incidental . . . . .	9,354 15
<hr/>	
Total operating expenses . . . . .	\$482,012 20

PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

Additions to Railway:	
Extension of tracks (length.....feet) . . . . .	\$40,095 08
New electric line construction (length .....feet) ..	9,629 75
Other Additions to Railway:	
Interest . . . . .	1,498 44
<hr/>	
Total additions to railway . . . . .	\$51,223 27
Additions to Equipment:	
Additional cars (10 in number) . . . . .	\$32,269 12
Electric equipment of same . . . . .	11,362 87
Other additional rolling stock . . . . .	.....
Other additions to equipment . . . . .	.....
<hr/>	
Total additions to equipment . . . . .	43,631 99
Additions to Land and Buildings:	
Additional land necessary for operation of railway ..	.....
New electric power stations, including machinery, etc.	.....
Additional equipment of power stations . . . . .	.....
Other new buildings necessary for operation of railway	.....
<hr/>	
Total additions to land and buildings . . . . .	.....
Additions to Other Permanent Property:	
Total additions to other permanent property . . . . .	.....
<hr/>	
Total additions to property accounts . . . . .	.....
Deductions from property accounts (property sold or reduced in valuation and credited to property accounts) . . . . .	
<hr/>	
Total deductions from property accounts . . . . .	.....
<hr/>	
Net addition to property accounts for the year . . . . .	\$94,855 26

GENERAL BALANCE SHEET.

Assets:	
Cost of Railway:	
Roadbed and tracks . . . . .	.....
Electric line construction, including poles, wiring, feeder lines, etc. . . . .	.....
Interest accrued during construction of railway . . . . .	.....
Engineering and other expenses incident to construc- tion . . . . .	.....
Other items of railway cost . . . . .	.....
<hr/>	
Total cost of railway owned . . . . .	.....
Cost of Equipment:	
Passenger cars and other rolling stock . . . . .	.....
Electric equipment of same . . . . .	.....
Other items of equipment . . . . .	.....
<hr/>	
Total cost of equipment owned . . . . .	.....
Cost of Land and Buildings:	
Land necessary for operation of railway . . . . .	.....
Electric power stations, including equipment . . . . .	.....
Other buildings necessary for operation of railway ..	.....
<hr/>	
Total cost of land and buildings owned . . . . .	.....

## Other Permanent Property:

Total cost of other permanent property owned .....

Total permanent investments .....\$2,233,938 47

## Cash and Current Assets:

Cash . . . . . \$23,056 17

Bills and accounts receivable ..... 10,145 12

Sinking and other special funds ..... ..

## Other Cash and Current Assets:

Fire insurance ..... 256 70

Total cash and current assets ..... 33,457 99

## Miscellaneous Assets:

Materials and supplies ..... ..

Other assets and property ..... ..

Total miscellaneous assets ..... ..

Profit and loss balance—deficit ..... ..

Total . . . . . \$2,267,396 46

## Liabilities:

Capital stock, common .....\$1,205,000 00

Capital stock, preferred ..... ..

Total capital stock .....\$1,205,000 00

Funded debt ..... 420,000 00

Real estate mortgages ..... ..

## Current Liabilities:

Loans and notes payable ..... ..

Audited vouchers and accounts ..... \$16,764 20

Salaries and wages ..... ..

Dividends not called for ..... ..

Matured interest coupons unpaid ..... 1,755 00

Rentals due and unpaid ..... ..

## Miscellaneous Current Liabilities:

Accident insurance reserve ..... 11,949 91

Maintenance and renewal fund ..... 73,041 13

Total current liabilities ..... 103,510 24

## Accrued Liabilities:

Interest accrued and not yet due ..... \$468 05

Taxes accrued and not yet due ..... 4,388 60

Rentals accrued and not yet due ..... ..

Miscellaneous accrued liabilities ..... ..

Total accrued liabilities ..... 4,856 65

## Sinking and Other Special Funds:

Reserve . . . . . \$100,000 00

Total sinking and other special funds ..... 100,000 00

Profit and loss balance—surplus ..... 434,029 57

Total . . . . . \$2,267,396 46

## CAPITAL STOCK—REAL ESTATE MORTGAGES.

## Capital Stock:

Capital stock authorized by law, common .....\$1,205,000 00

Capital stock authorized by law, preferred ..... ..

Total capital stock authorized by law .....\$1,205,000 00



Capital stock authorized by votes of company, common	.....
Capital stock authorized by votes of company, preferred	.....
Total capital stock authorized by vote	.....
Capital stock issued and outstanding, common	.....\$1,205,000 00
Capital stock issued and outstanding, preferred	.....
Total capital stock outstanding	.....\$1,205,000 00
Amount paid in on .....shares not yet issued	....
Amount paid in on stock to be exchanged	.....
Scrip convertible into stock	.....
Other paid stock liability	.....
Total capital stock liability	.....1,205,000 00
Number of shares issued and outstanding, common	.....24,100
Number of shares issued and outstanding, preferred	.....
Total number of shares outstanding	.....24,100
Number of stockholders, common	.....8
Number of stockholders, preferred	.....
Total number of stockholders	.....8
Amount of stock held, common	.....
Amount of stock held, preferred	.....
Total stock held	.....

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year	.....16,542,136
Number carried per mile of main railway track operated	.....490,864
Number of car miles run	.....2,783,918
Average number of persons employed	.....347
If the Company commenced operation during the year, give the date	..
Average amount received from each passenger	.....4.44c.
Amount of passenger earnings per mile of road	.....\$21,836 98
Freight:	
Number of tons freight earning revenue	.....
Number of tons freight carried per mile of road	.....
Average amount received for each ton of freight	.....
Average receipts per ton of freight per mile	.....
Average rate of speed of passenger cars per hour	.....10 miles
Average rate of speed of freight cars per hour	.....





DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	65	.....	2,460	Steel ties laid in concrete.
.....	.....	94	.....	528	
.....	.....	87	.....	528	

Names of the several cities and towns in which the railways operated by the Company are located: Hamilton.

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to company's property.....	.....	183	.....	189	1	68
Damage to property of municipality.....	.....	.....	.....	.....	.....	.....
Damage to private property.....	.....	71	.....	16	.....	118
Totals.....	.....	254	.....	205	1	186

Total amount paid during year for damages caused by accidents, \$.....

ACCIDENTS TO PERSONS.

Killed and injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	1	105	.....	332	1	437
Employees.....	.....	14	.....	2	.....	16
Other persons.....	.....	.....	3	36	3	36
Totals.....	1	119	3	370	4	489

CORPORATE ORGANIZATION.

Corporate name and address of the Company: The Hamilton Street Railway Co., Hamilton.

Names and business address of principal officers: President, W. E. Phin, Hamilton, Ont.; Vice-President, John Dickenson, Hamilton, Ont.; Treasurer, James Dixon, Hamilton, Ont.; Clerk of Corporation, Geo. D. Fearman, Hamilton, Ont.; General Counsel, Gibson, Levy & Gibson, Hamilton, Ont.; Auditor, C. S. Scott, F.C.A., Hamilton, Ont.; General Manager, E. P. Coleman, Hamilton, Ont.; Superintendent, Geo. E. Waller, Hamilton, Ont.

Name of officer, and address, to whom correspondence regarding this report should be addressed: E. P. Coleman, General Manager, Hamilton, Ont.

Names and residence of Board of Directors: Lieut.-Col. J. R. Moodie, Hamilton, Ont.; James Dixon, Hamilton, Ont.; Wm. C. Hawkins, Hamilton, Ont.; John Dickenson, Hamilton, Ont.; W. E. Phin, Hamilton, Ont.; Alex. Bruce, Toronto, Ont.; J. M. McDonnell, Toronto, Ont.

ANNUAL REPORT OF THE  
HUNTSVILLE AND LAKE OF BAYS RAILWAY COMPANY.

FOR THE YEAR ENDING DECEMBER 31ST, 1917.

General Exhibit:

Gross earnings from operation .....	\$4,268 25	
Operating expenses .....	2,432 55	
Net earnings from operation .....		\$1,835 70
Miscellaneous income .....		
Total miscellaneous income .....		
Gross income above operating expenses .....		\$1,835 70
Charges Upon Income Accrued During the Year:		
Interest on funded debt .....		
Interest and discount on unfunded debts and loans ..		
Taxes, Municipal .....	\$64 00	
Taxes, Provincial .....		
Taxes, Commutation .....		
	\$64 00	
Rentals of leased railways .....		
Payments to sinking and other special funds .....		
Other deductions from income .....		
Total charges and deductions from income .....		64 00
Net divisible income .....		\$1,771 70
Dividends and interest declared, 6 per cent. on \$27,800.00..	\$1,668 00	
.....per cent. on .....		
Total dividends declared .....		1,668 00
Surplus for the year ending December 31st, 1917 .....		\$103 70
Amount of deficit, December 31st, 1916 .....		594 79
Credits to profit and loss account during the year .....		
Total credits .....		
Debits to profit and loss account during the year .....		
Total debits .....		
Net amount credited to profit and loss .....		
Total deficit, December 31st, 1917 .....		\$491 09

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:

Receipts from passengers carried .....	\$1,394 97	
“ carriage of mails .....	30 00	
“ carriage of express and parcels .....		
“ carriage of freight .....	1,060 57	
“ tolls for use of tracks by other com- panies ..		
“ rentals of buildings and other property .....		
“ advertising in cars .....		
“ interest on deposits .....		
Other Earnings from Operation:		
Lumber ..	531 87	
Bark ..	1,250 84	
Gross earnings from operation .....		\$4,268 25



## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants .....	
General office expenses and supplies .....	
Legal expenses .....	
Insurance .....	\$45 00
Switching charges, if any .....	

## Other General Expenses:

Fuel ..	512 65
Oil and grease .....	30 00
Water service .....	5 00

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....about	250 00
Repair of electric line construction .....	
Repair of buildings .....	

## Maintenance of Equipment:

Repair of cars .....	
Repair of electric equipment of cars .....	
Repair of miscellaneous equipment .....about	550 26
Provender and stabling .....	

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$ .....; net .....	
Wages and compensation of persons employed in conducting transportation .....	988 41
Removal of snow and ice .....	
Damages for injuries to persons and property .....	
Tolls for trackage over other railways .....	
Rentals of buildings and other property .....	

## Other Transportation Expenses:

Ontario Railway Board, engineer's account and expenses ..	32 30
Ontario Gazette, \$6.40; conductor's cap, \$2.53; inspection locomotives, \$10.00 .....	18 93

Total operating expenses ..... \$2,432 55

## PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

## Additions to Railway:

Extension of tracks (length.....feet) .....	
New electric line construction (length.....feet) ...	

## Other Additions to Railway:

Guard rails on curves .....	\$350 22
-----------------------------	----------

Total additions to railway ..... \$350 22

## Additions to Equipment:

Additional cars (.....in number) .....	
Electric equipment of same .....	
Other additional rolling stock .....	
Other additions to equipment .....	

Total additions to equipment .....

## Additions to Land and Buildings:

Additional land necessary for operation of railway ..	
New electric power stations, including machinery, etc. ....	
Additional equipment of power stations .....	
Other new buildings necessary for operation of railway .....	

Total additions to land and buildings .....

## Additions to Other Permanent Property:

Total additions to other permanent property ....	
--	--

Total additions to property accounts .....

Deductions from property accounts (property sold or reduced in valuation and credited to property accounts) .....	.....
Total deductions from property accounts .....	.....
Net addition to property accounts for the year .....	\$350 22

## GENERAL BALANCE SHEET.

## Assets:

## Cost of Railway:

Roadbed and tracks .....	\$15,045 89
Electric line construction, including poles, wiring, feeder lines, etc. ....	.....
Interest accrued during construction of railway ....	2,325 43
Engineering and other expenses incident to construc- tion . . . . .	2,814 16
Other items of railway cost .....	.....
Total cost of railway owned .....	\$20,185 48

## Cost of Equipment:

Passenger cars and other rolling stock .....	\$5,813 40
Electric equipment of same .....	.....

## Other Items of Equipment:

One 10-ton loading crane, car attached, etc. ....	1,760 71
---	----------

Total cost of equipment owned .....	7,574 11
-------------------------------------	----------

## Cost of Land and Buildings:

Land necessary for operation of railway .....	.....
Electric power stations, including equipment .....	.....
Other buildings necessary for operation of railway ..	.....

Total cost of land and buildings owned .....	390 73
--	--------

## Other Permanent Property:

Total cost of other permanent property owned .....	.....
--	-------

Total permanent investments .....	\$28,150 32
-----------------------------------	-------------

## Cash and Current Assets:

Cash . . . . .	.....
Bills and accounts receivable .....	.....
Sinking and other special funds .....	.....
Other cash and current assets .....	.....

Total cash and current assets .....	.....
-------------------------------------	-------

## Miscellaneous Assets:

Materials and supplies .....	.....
Other assets and property .....	.....

Total miscellaneous assets .....	28,150 32
Profit and loss balance—deficit .....	491 09

Total . . . . .	\$28,641 41
-----------------	-------------

## Liabilities:

Capital stock, common .....	\$27,800 00
Capital stock, preferred .....	.....

Total capital stock .....	\$27,800 00
---------------------------	-------------

Funded debt .....	.....
Real estate mortgages .....	.....



## Current Liabilities:

Loans and notes payable .....	.....
Audited vouchers and accounts .....	.....
Salaries and wages .....	.....
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....
Rentals due and unpaid .....	.....

## Miscellaneous Current Liabilities:

The Huntsville Lake of Bays and L. & S. Nav. Co., Ltd., advance in 1917 for rails, etc. ....	\$350 22	
		<u>\$350 22</u>
Total current liabilities .....		\$28,150 22

## Accrued Liabilities:

Interest accrued and not yet due .....	.....
Taxes accrued and not yet due .....	.....
Rentals accrued and not yet due .....	.....
Miscellaneous accrued liabilities .....	.....
Total accrued liabilities .....	

## Sinking and Other Special Funds:

Total sinking and other special funds .....	
Profit and loss balance—surplus .....	
Total .....	\$28,150 22

## CAPITAL STOCK—REAL ESTATE MORTGAGES.

## Capital stock:

Capital stock authorized by law, common .....	\$50,000 00	
Capital stock authorized by law, preferred .....	.....	
Total capital stock authorized by law .....		\$50,000 00
Capital stock authorized by votes of company, common .....	.....	
Capital stock authorized by votes of company, preferred .....	.....	
Total capital stock authorized by vote .....		
Capital stock issued and outstanding, common .....	\$27,800 00	
Capital stock issued and outstanding, preferred .....	.....	
Total capital stock outstanding .....		\$27,800 00
Amount paid in on ..... shares not yet issued ....	.....	
Amount paid in on stock to be exchanged .....	.....	
Scrip convertible into stock .....	.....	
Other paid stock liability .....	.....	
Total capital stock liability .....		
Number of shares issued and outstanding, common .....	278	
Number of shares issued and outstanding, preferred .....	....	
Total number of shares outstanding .....	278	
Number of stockholders, common .....	6	
Number of stockholders, preferred .....	....	
Total number of stockholders .....	6	
Amount of stock held, common .....	\$27,800 00	
Amount of stock held, preferred .....	.....	
Total stock held .....		\$27,800 00

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:

Number of passengers paying revenue carried during the year .....	9,952
Number carried per mile of main railway track operated .....	9,952
Number of car miles run (passenger and freight, estimated) .....	2,700
Average number of persons employed .....	4
Operation during the year May 1st to Nov. 22nd .....	
Average amount received from each passenger .....	14c.
Amount of passenger earnings per mile of road .....	

Freight:

Number of tons freight earning revenue .....	2,700
Number of tons freight carried per mile of road .....	2,700
Average amount received for each ton of freight .....	\$1 05
Average receipts per ton of freight per mile .....	\$1 05
Average rate of speed of passenger cars per hour .....	8 miles
Average rate of speed of freight cars per hour .....	4 miles

Description of equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with Electric heaters.
Box passenger cars .....	.....	.....	.....	.....	2	.....	.....	fr't. 10	.....	.....	.....	.....	.....	.....	.....	.....
Open passenger cars .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

Total Number

Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses .....	
Other Items of Equipment:	
One 10-ton loading crane equipped with car wheels, etc. ....	



DESCRIPTION OF RAILWAY OWNED AND OPERATED.  
RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.,	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line .....	Miles. 17/16				
“ of second main track..					
Total length of main track	17/16				
Length of sidings, switches, etc.	5/16				
Total, computed as single track.	13/4				
Length of line under construction.....					

DESCRIPTION OF FREIGHT CARRIED.  
For the Year Ending June 30th, 1917.

Flour.		Grain.		Live stock.		Lumber,		Bark.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft.B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	492,039	750	1,184	1,450	500	2,700	*
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	

\*Tonnage estimated not weighed by us.

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron,		
13 <sup>3</sup> / <sub>4</sub>	.....	90	.....	Est. 1,800	Operated only from about May 1st to Nov. 20th in each year and for the benefit of settlers and tourists residing in the territory which it serves.
.....	.....	.....	.....	.....	

SUMMARY OF ACCIDENTS TO PROPERTY.  
December 31st, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....						
Damage to property of municipality.....						
Damage to private property.....						
Total.....						

Total amount paid during the year for damages caused by accidents. No damage caused or claim presented.

ACCIDENTS TO PERSONS.

Killed and injured.	From causes beyond their own control.		From their own mis- conduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	.....	.....	.....	.....	.....
Employees.....	.....	.....	.....	.....	.....	.....
Other persons.....	.....	.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....	.....	.....

STATEMENT OF EACH ACCIDENT.

Several car derailments during the season with no damage to property of the Company or injury to passengers or their property.

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: The Huntsville and Lake of Bays Railway Company, Huntsville, Ontario.

Names and business address of principal officers: President, Chas. O. Shaw, Huntsville, Ont.; Vice-President, H. Foster Chaffee, Brockville, Ont.; Treasurer, John W. McKee, Huntsville, Ont.; General Counsel, Thomas Johnson, Bracebridge, Ont.; Auditor, Ed. S. Rombough, Bracebridge, Ont.; General Manager, Wm. J. Moore, Huntsville, Ont.; Superintendent, W. H. Elder, Huntsville, Ont.

Name of officer, and address, to whom correspondence regarding this report should be addressed: Wm. J. Moore, General Manager and Secretary, Huntsville, Ont.

Names and residence of Board of Directors: Chas. O. Shaw, Huntsville, Ont.; H. Foster Chaffee, Brockville, Ont.; Wm. J. Moore, Huntsville, Ont.; John W. McKee, Huntsville, Ont.; Silas H. Jacobs, Lindsay, Ont.

ANNUAL REPORT OF THE  
INTERNATIONAL TRANSIT COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:	
Gross earnings from operation .....	\$88,351 58
Operating expenses .....	46,902 82
Net earnings from operation .....	\$41,448 76
Miscellaneous Income:	
Operation of ferry net .....	\$22,916 06
Interest, etc. ....	914 30
Total miscellaneous income .....	23,830 36
Gross income above operating expenses .....	\$65,279 12
Charges Upon Income Accrued During the Year:	
Interest on funded debt .....	\$9,000 00
Interest and discount on unfunded debts and loans ..	316 82
Taxes, Municipal .....	\$1,378 37
Taxes, Provincial .....	
Taxes, Commutation .....	
Payments to sinking and other special funds .....	1,378 37
Other deductions from income .....	.....
Total charges and deductions from income .....	10,695 19
Net divisible income .....	\$54,583 93



Dividends declared.....per cent. on \$ .....	.....
.....per cent. on .....	.....
<hr/>	
Total dividends declared .....	.....
<hr/>	
Surplus for the year ending June 30th, 1917 .....	\$54,583 93
Amount of surplus, June 30th, 1916 .....	\$23,222 08
Credits to profit and loss account during the year .....	.....
<hr/>	
Total credits .....	.....
Debits to profit and loss account during the year .....	.....
<hr/>	
Total debits .....	.....
Net amount credited to profit and loss .....	.....
<hr/>	
Total surplus, June 30th, 1917 .....	\$77,806 01

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:	
Receipts from passengers carried .....	\$86,879 45
“ carriage of mails .....	.....
“ carriage of express and parcels .....	.....
“ carriage of freight .....	5 00
“ tolls for use of tracks by other companies .....	.....
“ rentals of buildings and other property ..	.....
“ advertising in cars .....	1,467 13
“ interest on deposits .....	.....
Other earnings from operation .....	.....
<hr/>	
Gross earnings from operation .....	\$88,351 58
Expenses of Operation:	
General Expenses:	
Traffic expense .....	\$95 95
Salaries of general officers and clerks and attendants.	1,422 51
General office expenses and supplies .....	623 46
Legal expenses .....	508 63
Insurance . . . . .	2,922 35
Switching charges, if any .....	.....
Other General Expenses:	
Rent of land and buildings .....	106 50
Maintenance of Roadbed and Buildings:	
Superintendence . . . . .	360 00
Repair of roadbed and track .....	380 12
Repair of electric line construction .....	76 06
Repair of buildings .....	30 45
Maintenance of Equipment:	
Superintendence . . . . .	443 50
Repair of cars .....	2,520 55
Repair of electric equipment of cars .....	2,319 01
Repair of miscellaneous equipment .....	608 21
Provender and stabling .....	.....
Transportation Expenses:	
Cost of electric motive power, \$.....; less power sold, \$.....; net .....	10,999 98
Wages and compensation of persons employed in con- ducting transportation .....	21,610 10
Removal of snow and ice .....	447 18
Damages for injuries to persons and property .....	.....
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	.....

Other Transportation Expenses:

Car service expense .....	\$931 18
Station expense .....	497 08

Total operating expenses ..... \$46,902 82

PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

Additions to Railway:

Extension of tracks (length.....feet) .....	.....
New electric line construction (length.....feet) ..	.....
Other additions to railway .....	.....

Total additions to railway .....

Additions to Equipment:

Additional cars (.....in number) .....	.....
Electric equipment of same .....	\$47 98
Other additional rolling stock .....	.....

Other Additions to Equipment:

Double trucking, one trailer .....	255 04
------------------------------------	--------

Total additions to equipment ..... 303 02

Additions to Land and Buildings:

Additional land necessary for operation of railway ..	.....
New electric power stations, including machinery, etc. ....	.....
Additional equipment of power stations .....	.....
Other new buildings necessary for operation of railway .....	.....

Total additions to land and buildings .....

Additions to Other Permanent Property:

Ferry dock, in connection with operation of ferry ....	\$2,911 51
--	------------

Total additions to other permanent property ..... 2,911 51

Total additions to property accounts ..... \$3,214 53

Deductions from property accounts (property sold or reduced in valuation and credited to property accounts) .....

Total deductions from property accounts .....

Net addition to property accounts for the year ..... \$3,214 53

GENERAL BALANCE SHEET.

Assets:

Cost of Railway:

Roadbed and tracks .....	\$128,775 63
Electric line construction, including poles, wiring, feeder lines, etc. ....	28,784 68
Interest accrued during construction of railway .....	5,450 28
Engineering and other expenses incident to construction . .	3,543 52

Other Items of Railway Cost:

Organization . .	10,543 82
------------------	-----------

Total cost of railway owned ..... 177,097 93

Cost of Equipment:

Passenger cars and other rolling stock .....	\$27,816 15
Electric equipment of same .....	23,808 56

Other Items of Equipment:

Shop tools and machinery .....	502 95
Miscellaneous . .	2,783 35

Total cost of equipment owned ..... 54,911 01



## Cost of Land and Buildings:

Land necessary for operation of railway .....	}	\$26,035 79
Electric power stations, including equipment .....		
Other buildings necessary for operation of railway ...		

Total cost of land and buildings owned ..... \$26,035 79

## Other Permanent Property:

Rights and contracts* .....	\$84,148 94
Ferry boats and other assets in connection with ferry operation . . . . .	109,065 85

Total cost of other permanent property owned ..... 193,214 79

Total permanent investments ..... \$451,259 52

## Cash and Current Assets:

Cash . . . . .	\$22,115 76
Bills and accounts receivable .....	811 92
Sinking and other special funds .....	20,000 00

## Other Cash and Current Assets:

Open accounts .....	674 34
---------------------	--------

Total cash and current assets ..... 43,602 02

## Miscellaneous Assets:

Materials and supplies .....	\$4,934 31
------------------------------	------------

## Other Assets and Property:

Coal . . . . .	303 75
----------------	--------

Total miscellaneous assets ..... 5,238 06

Profit and loss balance—deficit .....

Total . . . . . \$500,099 60

## Liabilities:

Capital stock, common .....	\$150,000 00
Capital stock, preferred .....	

Total capital stock ..... \$150,000 00

Funded debt ..... 180,000 00

Real estate mortgages .....

## Current Liabilities:

Loans and notes payable .....	
Audited vouchers and accounts .....	\$7,412 26
Salaries and wages .....	
Dividends not called for .....	
Matured interest coupons unpaid .....	
Rentals due and unpaid .....	

## Miscellaneous Current Liabilities:

United States alien per capita fund .....	2,008 00
Outstanding tickets, etc. ....	312 33

Total current liabilities ..... 9,732 59

## Accrued Liabilities:

Interest accrued and not yet due .....	
Taxes accrued and not yet due .....	\$553 72
Rentals accrued and not yet due .....	
Miscellaneous accrued liabilities .....	

Total accrued liabilities ..... 553 72

\*Rights and contracts ..... \$153,758 46

Deduct—adjustment account owing to change in ownership,  
18th May, 1916 ..... 69,609 52

\$84,148 94

Sinking and Other Special Funds:	
Reserve for public liability .....	\$3,639 41
Reserve for workmen's compensation .....	1,328 06
Reserve for general purposes .....	77,039 81
Total sinking and other special funds .....	\$82,007 28
Profit and loss balance—surplus .....	77,806 01
Total . . . . .	\$500,099 60

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital stock:	
Capital stock authorized by law, common .....	\$150,000 00
Capital stock authorized by law, preferred .....	
Total capital stock authorized by law .....	
Capital stock authorized by votes of company, common .....	
Capital stock authorized by votes of company, preferred .....	
Total capital stock authorized by vote .....	
Capital stock issued and outstanding, common .....	
Capital stock issued and outstanding, preferred .....	
Total capital stock outstanding .....	\$150,000 00
Amount paid in on.....shares not yet issued .....	
Amount paid in on stock to be exchanged .....	
Scrip convertible into stock .....	
Other paid stock liability .....	
Total capital stock liability .....	\$150,000 00
Number of shares issued and outstanding, common . . . . .	3,000
Number of shares issued and outstanding, preferred . . . . .	....
Total number of shares outstanding .....	3,000
Number of stockholders, common .....	8
Number of stockholders, preferred .....	....
Total number of stockholders .....	8
Amount of stock held, common .....	\$150,000 00
Amount of stock held, preferred .....	
Total stock held .....	\$150,000 00

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....



VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	2,121,868
Number carried per mile of main railway track operated .....	59,436
Number of car miles run .....	283,129
Average number of persons employed (including 18 ferry employees).	53
If the Company commenced operation during the year, give the date ..	
Average amount received from each passenger .....	4.09c.
Amount of passenger earnings per mile of road .....	\$24,335 98

Freight:	
Number of tons freight earning revenue .....	1 car cinders
Number of tons freight carried per mile of road .....	hauled, rev-
Average amount received for each ton of freight .....	enue \$5.00
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger cars per hour .....	10 miles
Average rate of speed of freight cars per hour .....	

Description of equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Box passenger cars.....	8	3	..	....	....	....	....	....	....	..	..	....	1	8	1	8
Open passenger cars.....	....	..	....	....	....	....	....	....	....	..	..	....	..	....	....	....

MISCELLANEOUS EQUIPMENT.

	Total Number
Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock .....	
Other Highway Vehicles:	
Trolley wagons .....	1
Horses . . . . .	
Other Items of Equipment:	
Ferry boat .....	1

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways	Total owned, leased, etc.	Total operated.
Length of railway line.....	4.30	.....	.....	4.30	3.35
"    second main track..	.....	.....	.....	.....	.....
Total length of main track	4.30	.....	.....	4.30	3.35
Length of sidings, switches, etc.	.22	.....	.....	.22	.22
Total, computed as single track	4.52	.....	.....	4.52	3.57
Length of line under construction.....	.....	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED FOR THE YEAR ENDING JUNE 30TH, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft.B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	One car	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	cinders	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	80	.....	.....	.....
.....	.....	85	.....	3,520	.....

Names of the several cities and towns in which the railways operated by the Company are located: Sault Ste. Marie, Steelton, ferry operating between Sault Ste. Marie, Canada, and Sault Ste. Marie, Michigan.

SUMMARY OF ACCIDENTS TO PROPERTY.

For Year Ending June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....	.....	.....	.....	.....	.....	.....
Damage to property of Municipality.....	.....	.....	.....	.....	.....	.....
Damage to private property.....	.....	.....	.....	.....	.....	1 auto
Total.....	.....	.....	.....	.....	.....	1 auto

Total amount paid during the year for damages caused by accidents,

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	.....	.....	.....	.....	.....
Employees .....	.....	.....	.....	.....	.....	.....
Other persons .....	.....	.....	1	1	1	1
Totals .....	.....	.....	1	1	1	1



## STATEMENT OF EACH ACCIDENT.

May 14th, 1917—Automobile driven by foreigner going south on east side of street was crossing in front of street car, which was going west on Queen Street; front of automobile crossed tracks, rear of automobile was hit by fender of car and carried around to south side of track, but auto was not turned over. Fender torn off street car by automobile. Result: one man killed and one injured—both occupants of auto.

## CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: The International Transit Co., Box 992, Sault Ste. Marie, Ont.

Names and business address of principal officers: President, J. O. Heyworth, Harvester Building, Chicago, Ill.; First Vice-President, M. J. Onsull, 72 W. Adams St., Chicago, Ill.; Second Vice-President, J. A. McPhail, Sault Ste. Marie, Ont.; Treasurer, R. W. Waite, Room, 1,500, 72 W. Adams St., Chicago, Ill.; General Counsel, J. A. McPhail, Sault Ste. Marie, Ont.; Auditor, W. F. Scott, Sault Ste. Marie, Ont.; General Manager, A. E. Pickering, Sault Ste. Marie, Ont.; Superintendent, J. Summerhayes, Sault Ste. Marie, Ont.

Name of officer, and address, to whom correspondence regarding this report should be addressed: A. E. Pickering, Manager, Sault Ste. Marie, Ont.

Names and residence of Board of Directors: Samuel Onsull, 72 W. Adams St., Chicago, Ill.; Martin J. Onsull, 72 W. Adams St., Chicago, Ill.; Donald R. McLennan, c-o Marsh & McLennan, Chicago, Ill.; J. O. Heyworth, Harvester Building, Chicago, Ill.; Stedman Buttrick, Boston, Mass.; Jones L. Martin, 72 W. Adams St., Chicago, Ill.; John A. McPhail, Sault Ste. Marie, Ont.

## ANNUAL REPORT OF THE

## KINGSTON, PORTSMOUTH &amp; CATARAQUI ELECTRIC RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

## General Exhibit:

Gross earnings from operation .....	\$51,034 65	
Operating expenses .....	38,865 92	
Net earnings from operation .....		\$12,168 73

## Miscellaneous Income:

Rent ..	\$1,175 32	
Earnings from C. P. R. stock .....	220 00	
Total miscellaneous income .....		1,395 32
Gross income above operating expenses .....		\$13,564 05

## Charges Upon Income Accrued During the Year:

Interest on funded debt .....	\$10,075 00	
Interest and discount on unfunded debts and loans ..		
Taxes, Municipal .....		
Taxes, Provincial .....		
Taxes, Commutation .....		
Rentals of leased railways .....		
Payments to sinking and other special funds .....		
Other deductions from income .....		
Total charges and deductions from income .....		10,075 00

Net divisible income .....

Dividends declared.....per cent. on \$ .....  
 .....per cent. on .....

Total dividends declared .....  
 Surplus or deficit for the year ending June 30th, 1917 ..... \$3,489 05

Amount of surplus or deficit, June 30th .....	
Credits to profit and loss account during the year .....	
Total credits .....	
Debits to profit and loss account during the year .....	
Total debits .....	
Net amount credited to profit and loss .....	
Total surplus, June 30th, 1917 .....	\$3,489 05

## EARNINGS AND EXPENSES OF OPERATION.

## Earnings from Operation:

Receipts from passengers carried .....	\$48,766 36
" carriage of mails .....	
" carriage of express and parcels .....	
" carriage of freight .....	
" tolls for use of tracks by other companies .....	
" rentals of buildings and other property ..	
" advertising in cars .....	400 00
" interest on deposits .....	103 89

## Other Earnings from Operation:

L. O. Park .....	175 85
Pr. St. track .....	884 60
Motor generator sets .....	703 95

Gross earnings from operation ..... \$51,034 65

## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants .....	\$2,929 50
General office expenses and supplies .....	796 09
Legal expenses .....	
Insurance ..	610 89
Switching charges, if any .....	
Other general expenses .....	844 57

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	2,945 70
Repair of electric line construction .....	181 75
Repair of buildings .....	172 35

## Maintenance of Equipment:

Repair of cars .....	5,425 82
Repair of electric equipment of cars .....	3,525 34
Repair of miscellaneous equipment .....	18 77
Provender and stabling .....	

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$.....; net .....	4,481 60
Wages and compensation of persons employed in con- ducting transportation .....	11,396 29
Removal of snow and ice .....	498 60
Damages for injuries to persons and property .....	4,138 65
Tolls for trackage over other railways .....	
Rentals of buildings and other property .....	
Other transportation expenses .....	

Total operating expenses ..... \$37,965 92  
 Reported as ..... \$38,865 92



## GENERAL BALANCE SHEET.

## Assets:

## Cost of Railway:

Roadbed and tracks .....	.....
Electric line construction, including poles, wiring, feeder lines, etc. ....	.....
Interest accrued during construction of railway ....	.....
Engineering and other expenses incident to construction . .	.....
Other items of railway cost .....	.....

Total cost of railway owned .....

## Cost of Equipment:

Passenger cars and other rolling stock .....	.....
Electric equipment of same .....	.....
Other items of equipment .....	.....

Total cost of equipment owned .....

## Cost of Land and Buildings:

Land necessary for operation of railway .....	.....
Electric power stations, including equipment .....	.....
Other buildings necessary for operation of railway ..	.....

Total cost of land and buildings owned .....

## Other Permanent Property:

Total cost of other permanent property owned .....	.....
Total permanent investments* .....	.....

## Cash and Current Assets:

Cash . .	.....
Bills and accounts receivable .....	.....
Sinking and other special funds .....	.....
Other cash and current assets .....	.....

Total cash and current assets .....

## Miscellaneous Assets:

Materials and supplies .....	.....
Other assets and property .....	.....

Total miscellaneous assets .....

Profit and loss balance—deficit .....

Total . .

## Liabilities:

Capital stock, common .....	\$40,000 00
Capital stock, preferred .....	43,100 00
Total capital stock .....	\$83,100 00
Funded debt .....	.....
Real estate mortgages .....	100,000 00

## Current Liabilities:

Loans and notes payable .....	.....
Audited vouchers and accounts .....	.....
Salaries and wages .....	.....
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....

\*The Company now operating this road acquired it when insolvent by purchasing the outstanding debts and stock. A financial reorganization was authorized and carried into effect pursuant to 6 Edw., VII, chapter III. Nothing was paid on bonded indebtedness until July 5th, 1906. The annual charge is \$4,000.00.

Rentals due and unpaid .....  
Miscellaneous current liabilities .....  
\_\_\_\_\_

Total current liabilities .....

Accrued Liabilities:

Interest accrued and not yet due .....  
Taxes accrued and not yet due .....  
Rentals accrued and not yet due .....  
Miscellaneous accrued liabilities .....  
\_\_\_\_\_

Total accrued liabilities .....

Sinking and Other Special Funds:

Total sinking and other special funds .....  
Profit and loss balance—surplus .....  
\_\_\_\_\_

Total . . . . . \$183,100 00

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:

Capital stock authorized by law, common .....  
Capital stock authorized by law, preferred .....  
\_\_\_\_\_

Total capital stock authorized by law .....

Capital stock authorized by votes of company, common .....  
Capital stock authorized by votes of company, preferred .....  
\_\_\_\_\_

Total capital stock authorized by vote .....

Capital stock issued and outstanding, common ..... \$40,000 00  
Capital stock issued and outstanding, preferred ..... 43,100 00  
\_\_\_\_\_

Total capital stock outstanding ..... \$83,100 00

Amount paid in on.....shares not yet issued .....  
Amount paid in on stock to be exchanged .....  
Scrip convertible into stock .....  
Other paid stock liability .....  
\_\_\_\_\_

Total capital stock liability .....

Number of shares issued and outstanding,  
common ..... 400  
Number of shares issued and outstanding,  
preferred ..... 431  
\_\_\_\_\_

Total number of shares outstanding ..... 831

Number of stockholders, common ..... 20  
Number of stockholders, preferred ..... 5  
\_\_\_\_\_

Total number of stockholders ..... 25

Amount of stock held, common .....  
Amount of stock held, preferred .....  
\_\_\_\_\_

Total stock held .....

REAL ESTATE MORTGAGES.

Description of Mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during year.
All to secure bonds ..... See 6 Edw. VII, Chap. 111 (Ontario)	4 %	July 5, 1926	\$100,000	.....
Totals.....	.....	.....	.....	.....



VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	1,055,982
Number carried per mile of main railway track operated .....	131,998
Number of car miles run .....	199,680
Average number of persons employed .....	19
If the Company commenced operation during the year, give the date ..	
Average amount received from each passenger .....	4.60c.
Amount of passenger earnings per mile of road .....	

Freight:	
Number of tons freight earning revenue .....	
Number of tons freight carried per mile of road .....	
Average amount received for each ton of freight .....	
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger cars per hour .....	9 miles
Average rate of speed of freight cars per hour .....	

Description of Equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Box passenger cars.....	8	..	..	..	..	..	..	..	..	..	1	1	2	all	....	all
Open passenger cars.....	12	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..

MISCELLANEOUS EQUIPMENT.

	Total Number
Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses . . . . .	
Other items of equipment .....	

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line .....	8	.....	.....	.....	.....
“ of second main track ..	.....	.....	.....	.....	.....
Total length of main track	8	.....	.....	.....	.....
Length of sidings, switches, etc.	.....	.....	.....	.....	.....
Total, computed as single track	.....	.....	.....	.....	.....
Length of line under construction .....	.....	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED FOR THE YEAR ENDING JUNE 30TH, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total Tonnage	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft. B. M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	56-60	.....	2,600	.....
.....	.....	90	.....	.....	.....
.....	.....	T-Rails	.....	.....	.....
.....	.....	.....	.....	.....	.....

Names of the several cities and towns in which the railways operated by the Company are located: Kingston and Portsmouth (village).

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Companys' property.....	.....	.....	.....	.....	.....	.....
Damage to property of Municipality.....	.....	.....	.....	.....	.....	.....
Damage to private property.....	.....	.....	.....	.....	.....	.....
Total.....	.....	.....	.....	.....	.....	.....

Total amount paid during year for damages caused by accidents, \$4,138.65.

ACCIDENTS TO PERSONS.

Killed and injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers.....	.....	.....	.....	.....	.....	.....
Employees.....	.....	.....	.....	.....	.....	.....
Other persons.....	1	.....	.....	.....	.....	.....
Totals.....	1	.....	.....	.....	.....	.....



## STATEMENT OF EACH ACCIDENT.

D. W. Meurta, killed 7th September, 1916, was entering quarry with empty wagon, turned in sharply when car a few feet away, wagon was overturned.

## CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: Kingston, Portsmouth & Cataraqui Electric Railway Co., Kingston, Ont.

Names and business address of principal officers: President, Henry W. Richardson, Kingston, Ont.; Vice-President, Robt. V. Rogers (deceased), Kingston, Ont.; Treasurer and Secretary, Wm. V. Nickle, Kingston, Ont.; Superintendent, Hugh C. Nickle, Kingston, Ont.

Name of officer, and address, to whom correspondence regarding this report should be addressed: Wm. V. Nickle, Secretary and Treasurer, Kingston, Ont.

Names and residence of Board of Directors: Henry W. Richardson, Kingston, Ont.; Robt. V. Rogers (deceased), Kingston, Ont.; Wm. V. Nickle, Kingston, Ont.; Hugh C. Nickle, Kingston, Ont.; Capt. George Richardson (killed in action), Kingston, Ont.; James Richardson, Kingston, Ont.; W. D. Ross, Toronto, Ont.

## ANNUAL REPORT OF THE

## KITCHENER &amp; WATERLOO STREET RAILWAY.

FOR THE YEAR ENDING DECEMBER 31ST, 1917.

## General Exhibit:

Gross earnings from operation .....	\$56,552 37
Operating expenses .....	37,000 87

Net earnings from operation .....	\$19,551 50
-----------------------------------	-------------

Miscellaneous Income .....	
Total miscellaneous income .....	

Gross income above operating expenses .....	
---	--

## Charges Upon Income Accrued During the Year:

Interest on funded debt .....	\$7,536 48
Interest and discount on unfunded debts and loans ..	.....
Taxes, Municipal .....	.....
Taxes, Provincial .....	.....
Taxes, Commutation .....	.....
Rentals of leased railways .....	.....

## Payments to Sinking and Other Special Funds:

Depreciation ..	9,400 00
-----------------	----------

## Other Deductions from Income:

Patriotic Fund .....	\$450 00
Accounts receivable written off .....	6 00

	456 00
--	--------

Total charges and deductions from income .....	17,392 48
--	-----------

Net divisible income .....	\$2,159 02
----------------------------	------------

Dividends declared.....per cent. on \$ .....	.....
.....per cent. on .....	.....

Total dividends declared .....	.....
Surplus or deficit for the year ending .....	.....

Amount of surplus or deficit, June 30th .....	.....
Credits to profit and loss account during the year .....	.....
Total credits .....	.....
Debits to profit and loss account during the year .....	.....
Total debits .....	.....
Net amount credited to profit and loss .....	.....
Total surplus, December 31st, 1917 .....	\$2,159 02

## EARNINGS AND EXPENSES OF OPERATION.

## Earnings from Operation:

Receipts from passengers carried .....	\$50,182 69
“ carriage of mails .....	1,749 50
“ carriage of express and parcels .....	225 40
“ carriage of freight .....	.....
“ tolls for use of tracks by other companies .....	3,585 37
“ rentals of buildings and other property ..	5 25
“ advertising in cars .....	683 00
“ interest on deposits .....	121 16
Other earnings from operation .....	.....
Gross earnings from operation .....	\$56,552 37

## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants .....	\$2,064 99
General office expenses and supplies .....	873 36
Legal expenses .....	.....
Insurance ..	2,400 17
Switching charges, if any .....	.....

## Other General Expenses:

Heating car barn, \$225.81; auto expense, \$212.06 ....	437 87
Uniforms, etc. ....	1,148 22

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track and line .....	3,278 98
Crossing expense .....	556 64
Repair of buildings .....	21 58

## Maintenance of Equipment:

Repair of cars and motors .....	3,798 74
Cars, painting .....	359 46
Repair of miscellaneous equipment .....	758 52
Tools, tickets and sundries .....	193 15

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$.....; net .....	6,063 48
Wages and compensation of persons employed in con- ducting transportation .....	14,652 39
Removal of snow and ice .....	156 22
Damages for injuries to persons and property .....	.....
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	.....

## Other Transportation Expenses:

Oils, etc. ....	237 10
-----------------	--------

Total operating expenses .....	\$37,000 87
--------------------------------	-------------

## PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

## Additions to Railway:

Extension of tracks (length.....feet) .....	.....
New electric line construction (length.....feet) ....	.....

## Other Additions to Railway:

Diamond ..	\$326 29
------------	----------

Total additions to railway .....	\$326 29
----------------------------------	----------



## Additions to Equipment:

Additional cars (.....in number) .....	.....
Electric equipment of same .....	\$283 09
Other additional rolling stock .....	.....
Other additions to equipment .....	.....
Total additions to equipment .....	\$283 09

## Additions to Land and Buildings:

Additional land necessary for operation of railway...	\$5 88
New electric power stations, including machinery, etc. ....	.....
Additional equipment of power stations .....	.....
Other new buildings necessary for operation of railway .....	.....
Total additions to land and buildings .....	5 88

## Additions to Other Permanent Property:

Total additions to other permanent property.....	.....
Total additions to property accounts .....	\$615 26

## Deductions from property accounts (property sold or reduced in valuation and credited to property accounts):

Generator sold .....	\$498 75
Total deductions from property accounts .....	498 75
Net addition to property accounts for the year .....	\$116 51

## GENERAL BALANCE SHEET.

## Assets:

## Cost of Railway:

Roadbed and tracks .....	\$85,168 66
Electric line construction, including poles, wiring, feeder lines, etc. ....	9,000 00
Interest accrued during construction of railway .....	.....
Engineering and other expenses incident to construction ..	.....
Other items of railway cost .....	.....
Total cost of railway owned .....	\$94,168 66

## Cost of Equipment:

Passenger cars and other rolling stock .....	\$51,896 54
Electric equipment of same .....	22,049 92
Other items of equipment .....	.....
Total cost of equipment owned .....	73,946 46

## Cost of Land and Buildings:

Land necessary for operation of railway .....	\$3,758 84
Electric power stations, including equipment .....	.....
Other buildings necessary for operation of railway ..	16,250 75
Total cost of land and buildings owned .....	20,009 59

## Other Permanent Property:

Total cost of other permanent property owned .....	.....
Total permanent investments .....	\$188,124 71

## Cash and Current Assets:

Cash ..	\$5,248 36
Bills and accounts receivable .....	1,301 19
Sinking and other special funds .....	.....
Other cash and current assets .....	.....
Total cash and current assets .....	6,549 55

Miscellaneous Assets:		
Materials and supplies .....	\$8,729 55	
Other assets and property .....		
		<hr/>
Total miscellaneous assets .....		\$8,729 55
Profit and loss balance—deficit .....		
		<hr/>
Total . . . . .		\$203,403 81

Liabilities:		
Capital stock, common .....		
Capital stock, preferred .....		
		<hr/>
Total capital stock .....		
Funded debt .....		\$143,822 19
Real estate mortgages .....		

Current Liabilities:		
Loans and notes payable .....		
Audited vouchers and accounts .....	\$367 00	
Salaries and wages .....		
Dividends not called for .....		
Matured interest coupons unpaid .....		
Rentals due and unpaid .....		
Miscellaneous current liabilities .....		
		<hr/>
Total current liabilities .....		367 00

Accrued Liabilities:		
Interest accrued and not yet due .....	\$3,667 90	
Taxes accrued and not yet due .....		
Rentals accrued and not yet due .....		
Miscellaneous accrued liabilities .....		
		<hr/>
Total accrued liabilities .....		3,667 90

Sinking and Other Special Funds:		
Depreciation account .....	\$53,387 70	
		<hr/>
Total sinking and other special funds .....		53,387 70
Profit and loss balance—surplus .....		2,159 02
		<hr/>
Total . . . . .		\$203,403 81

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:		
Capital stock authorized by law, common .....		
Capital stock authorized by law, preferred .....		
		<hr/>
Total capital stock authorized by law .....		
Capital stock authorized by votes of company, common .....		
Capital stock authorized by votes of company, preferred .....		
		<hr/>
Total capital stock authorized by vote .....		
Capital stock issued and outstanding, common .....		
Capital stock issued and outstanding, preferred .....		
		<hr/>
Total capital stock outstanding .....		
Amount paid in on .....shares not yet issued .....		
Amount paid in on stock to be exchanged .....		
Scrip convertible into stock .....		
Other paid stock liability .....		
		<hr/>
Total capital stock liability .....		



Number of shares issued and outstanding, common . . . . .	....
Number of shares issued and outstanding, preferred . . . . .	....
Total number of shares outstanding . . . . .	....
Number of stockholders, common . . . . .	....
Number of stockholders, preferred . . . . .	....
Total number of stockholders . . . . .	....
Amount of stock held, common . . . . .	.....
Amount of stock held, preferred . . . . .	.....
Total stock held . . . . .	.....

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year . . . . .	1,258,137
Number carried per mile of main railway track operated . . . . .	268,832
Number of car miles run . . . . .	119,334
Average number of persons employed . . . . .	21
If the Company commenced operation during the year, give the date	
Average amount received from each passenger . . . . .	3.9c.
Amount of passenger earnings per mile of road . . . . .	\$9,917 52
Freight:	
Number of tons freight earning revenue . . . . .	.....
Number of tons freight carried per mile of road . . . . .	.....
Average amount received for each ton of freight . . . . .	.....
Average receipts per ton of freight per mile . . . . .	.....
Average rate of speed of passenger cars per hour . . . . .	.....
Average rate of speed of freight cars per hour . . . . .	.....

Description of equipment.	No. of Motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool Cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Box passenger cars . . . . .	7	1	..	....	....	....	....	....	....	..	1	....	1	....	....	....
Open passenger cars . . . . .	2	4	..	....	....	....	....	....	....	..	..	....	....	....	....	....

MISCELLANEOUS EQUIPMENT.

Barges and omnibuses . . . . .	Total Number
Carts and snow sleds . . . . .	.....
Other railway rolling stock . . . . .	.....
Other highway vehicles . . . . .	.....
Horses . . . . .	.....
Other items of equipment . . . . .	.....

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway Owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line .....	3.28	.....	.....	.....	3.28
“ of second main track..	1.40	.....	.....	.....	1.40
Total length of main track	4.68	.....	.....	.....	4.68
Length of sidings, switches, etc.	.38	.....	.....	.....	.38
Total, computed as single track	5.06	.....	.....	.....	5.06
Length of line under construction .....	.....	.....	.....	.....	.....

DEPSRIPTION OF FREIGHT CARRIED

For Year Ending June 30th, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft.B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. Ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
all	.....	65-80	.....	2,640	
.....	.....	.....	.....	.....	
.....	.....	.....	.....	.....	

Names of the several cities and towns in which the railways operated by the Company are located:

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....	.....	.....	.....	.....	.....	.....
Damage to property of municipality.....	.....	.....	.....	.....	.....	.....
Damage to private property.....	.....	.....	.....	.....	.....	.....
Total.....	.....	.....	.....	.....	.....	.....

Total amount paid during year for damages caused by accidents, \$



ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured
Passengers .....	.....	.....	.....	.....	.....	.....
Employees .....	.....	.....	.....	.....	.....	.....
Other persons .....	.....	.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....	.....	.....

STATEMENT OF EACH ACCIDENT.

No accidents of any importance.

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: The Kitchener Light Commissioners, 169 King St. W., Kitchener, Ont.

Names and business address of principal officers: Chairman, George Lippert, Sr., 222 Louisa St., Kitchener, Ont.; Vice Chairman, A. R. Lang, 377 King St. W., Kitchener, Ont.; Treasurer, G. H. Clarke, 169 King St. W., Kitchener, Ont.; General Counsel, J. A. Scellen, 36 King St. W., Kitchener, Ont.; Auditor, J. M. Scully, F.C.A., 9 Foundry St. S., Kitchener, Ont.; General Manager and Superintendent, V. S. McIntyre, 169 King St. W., Kitchener, Ont.

Name of officer, and address, to whom correspondence regarding this report should be addressed: G. H. Clarke, Secretary-Treasurer, 169 King St. W., Kitchener, Ont.

Names and residence of Board of Directors: George Lippert, Sr., Kitchener, Ont.; August R. Lang, Kitchener, Ont.; Daniel B. Detweiler, Kitchener, Ont.; Carl Kranz, Kitchener, Ont.

ANNUAL REPORT OF THE  
LAKE HURON AND NORTHERN ONTARIO RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:	
Gross earnings from operation .....	\$10,720 31
Operating expenses .....	8,871 05
Net earnings from operation .....	\$1,849 26
Miscellaneous Income:	
Total miscellaneous income .....	
Gross income above operating expenses .....	\$1,849 26
Charges Upon Income Accrued During the Year:	
Interest on funded debt .....	.....
Interest and discount on unfunded debts and loans ..	.....
Taxes, Municipal .....	\$116 00
Taxes, Provincial .....	150 00
Taxes, Commutation .....	.....
Rentals of leased railways .....	\$266 00
Payments to sinking and other special funds .....	.....
Other deductions from income .....	.....
Total charges and deductions from income .....	266 00
Net divisible income .....	\$1,583 26

Dividends declared.....per cent. on \$ .....	
.....per cent. on .....	
<hr/>	
Total dividends declared .....	
<hr/>	
Surplus or deficit for the year ending June 30th .....	
Amount of surplus or deficit, June 30th .....	
Credits to profit and loss account during the year .....	
<hr/>	
Total credits .....	
Debits to profit and loss account during the year .....	
<hr/>	
Total debits .....	
Net amount credited to profit and loss .....	
<hr/>	
Total surplus or deficit, June 30th, 1917 .....	\$1,583 26

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:	
Receipts from passengers carried .....	
" carriage of mails .....	
" carriage of express and parcels .....	
" carriage of freight .....	\$10,720 31
" tolls for use of tracks by other companies .....	
" rentals of buildings and other property ..	
" advertising in cars .....	
" interest on deposits .....	
Other earnings from operation .....	
<hr/>	
Gross earnings from operation .....	\$10,720 31
Expenses of Operation:	
General Expenses:	
Salaries of general officers and clerks and attendants. ....	
General office expenses and supplies .....	
Legal expenses .....	
Insurance . . . . .	
Switching charges, if any .....	
Other general expenses .....	
Maintenance of Roadbed and Buildings:	
Repair of roadbed and track .....	
Repair of electric line construction .....	
Repair of buildings .....	
Maintenance of Equipment:	
Repair of cars .....	
Repair of electric equipment of cars .....	
Repair of miscellaneous equipment .....	
Provender and stabling .....	
Transportation Expenses:	
Cost of electric motive power, \$. . . . .; less power sold,	
\$. . . . .; net .....	
Wages and compensation of persons employed in con-	
ducting transportation .....	
Removal of snow and ice .....	
Damages for injuries to persons and property .....	
Tolls for trackage over other railways .....	
Rentals of buildings and other property .....	
Other transportation expenses .....	
<hr/>	
Total operating expenses .....	



PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

Additions to Railway:	
Extension of tracks (length.....feet) .....	.....
New electric line construction (length.....feet) ....	.....
Other additions to railway .....	.....
Total additions to railway .....	
Additions to Equipment:	
Additional cars (.....in number) .....	.....
Electric equipment of same .....	.....
Other additional rolling stock .....	.....
Other additions to equipment .....	.....
Total additions to equipment .....	
Additions to Land and Buildings:	
Additional land necessary for operation of railway ..	.....
New electric power stations, including machinery, etc. ....	.....
Additional equipment of power stations .....	.....
Other new buildings necessary for operation of railway ..	.....
Total additions to land and buildings .....	
Additions to other permanent property .....	
Total additions to other permanent property .....	
Total additions to property accounts .....	
Deductions from property accounts (property sold or reduced in valuation and credited to property accounts) .....	
Total deductions from property accounts .....	
Net addition to property accounts for the year .....	

GENERAL BALANCE SHEET.

Assets:	
Cost of Railway:	
Roadbed and tracks .....	.....
Electric line construction, including poles, wiring, feeder lines, etc. ....	.....
Interest accrued during construction of railway ....	.....
Engineering and other expenses incident to construc- tion . . . . .	.....
Other items of railway cost .....	.....
Total cost of railway owned .....	
Cost of Equipment:	
Passenger cars and other rolling stock .....	.....
Electric equipment of same .....	.....
Other items of equipment .....	.....
Total cost of equipment owned .....	
Cost of Land and Buildings:	
Land necessary for operation of railway .....	.....
Electric power stations, including equipment .....	.....
Other buildings necessary for operation of railway ..	.....
Total cost of land and buildings owned .....	
Other permanent property .....	
Total cost of other permanent property owned .....	
Total permanent investments .....	

## Cash and Current Assets:

Cash .....	\$1,018 00
Bills and accounts receivable .....	
Sinking and other special funds .....	
Other cash and current assets .....	
Total cash and current assets .....	\$1,018 00

## Miscellaneous Assets:

Materials and supplies .....	
Other assets and property .....	
Total miscellaneous assets .....	
Profit and loss balance—deficit .....	
Total .....	

## Liabilities:

Capital stock, common .....	\$595,000 00
Capital stock, preferred .....	
Total capital stock .....	
Funded debt .....	
Real estate mortgages .....	\$595,000 00

## Current Liabilities:

Loans and notes payable .....	
Audited vouchers and accounts .....	
Salaries and wages .....	
Dividends not called for .....	
Matured interest coupons unpaid .....	
Rentals due and unpaid .....	
Miscellaneous current liabilities .....	
Total current liabilities .....	

## Accrued Liabilities:

Interest accrued and not yet due .....	
Taxes accrued and not yet due .....	
Rentals accrued and not yet due .....	
Miscellaneous accrued liabilities .....	
Total accrued liabilities .....	

Sinking and other special funds .....	
Total sinking and other special funds .....	
Profit and loss balance—surplus .....	
Total .....	

## CAPITAL STOCK—REAL ESTATE MORTGAGES.

## Capital Stock:

Capital stock authorized by law, common .....	\$12,000,000 00
Capital stock authorized by law, preferred .....	
Total capital stock authorized by law .....	\$12,000,000 00
Capital stock authorized by votes of company, common .....	
Capital stock authorized by votes of company, preferred .....	
Total capital stock authorized by vote .....	\$12,000,000 00
Capital stock issued and outstanding, common .....	
Capital stock issued and outstanding, preferred .....	\$595,000 00
Total capital stock outstanding .....	



Amount paid in on .....shares not yet issued .....	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....
<hr/>	
Total capital stock liability .....	
Number of shares issued and outstanding, common .....	....
Number of shares issued and outstanding, preferred .....	....
<hr/>	
Total number of shares outstanding ...	5,950
Number of stockholders, common .....	134
Number of stockholders, preferred .....	....
<hr/>	
Total number of stockholders .....	134
Amount of stock held, common .....	\$595,000 00
Amount of stock held, preferred .....	.....
<hr/>	
Total stock held .....	\$595,000 00

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount. \$	Interest paid during the year.
All of the Ry. and Franchise. ..... ..... ..... ..... .....	5% ..... ..... ..... .....	April, 1943 ..... ..... ..... .....	35,000 00 per mile. ..... ..... ..... .....	None. ..... ..... ..... .....
Totals.....	.....	.....	35,000 00	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:

Number of passengers paying revenue carried during the year .....	
Number carried per mile of main railway track operated .....	
Number of car miles run .....	
Average number of persons employed .....	
If the Company commenced operation during the year, give the date ..	
Average amount received from each passenger .....	
Amount of passenger earnings per mile of road .....	

Freight:

Number of tons freight earning revenue .....	39,680
Number of tons freight carried per mile of road .....	233
Average amount received for each ton of freight .....	.460
Average receipts per ton of freight per mile .....	.270
Average rate of speed of passenger cars per hour .....	
Average rate of speed of freight cars per hour .....	10 miles





DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	56	.....	2,600	
.....	.....	.....	.....	.....	

Names of the several cities and towns in which the railways operated by the Company are located: Bruce Mines, Rydal Bank.

SUMMARY OF ACCIDENTS TO PROPERTY.  
June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious	Trivial.
Damage to Company's property.....	.....	.....	.....	.....	.....	.....
Damage to property of Municipality.....	.....	.....	.....	.....	.....	.....
Damage to private property.....	.....	.....	.....	.....	.....	.....
Total.....	.....	.....	.....	.....	.....	.....

Total amount paid during year for damages caused by accidents.

ACCIDENTS TO PERSONS.

Killed and injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	.....	.....	.....	.....	.....
Employees.....	.....	.....	.....	.....	.....	.....
Other persons .....	.....	.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....	.....	.....

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: The Lake Huron and Northern Ontario Railway Co., Bruce Mines.

Names and business address of principal officers: President, J. M. Kurn; Vice-Presidents, H. Appleton, John H. MacCaul, Treasurer, J. H. MacCaul; General Manager, H. Appleton.

Name of officer, and address, to whom correspondence regarding this report should be addressed: H. Appleton, General Manager, Bruce Mines.

Names and residence of Board of Directors: J. M. Kurn, Detroit, Mich.; Chas. W. Hanah, Detroit, Mich.; C. F. Welsh, Detroit, Mich.; W. J. Bothwell, Detroit, Mich.; Fred. N. Beagle, Beaver Falls, Pa.; D. T. Curtis, Erie, Pa.; H. Appleton, Bruce Mines; J. H. MacCaul, Bruce Mines.

ANNUAL REPORT OF THE  
LONDON STREET RAILWAY COMPANY.  
FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:		
Gross earnings from operation .....	\$416,366 43	
Operating expenses .....	301,937 37	
Net earnings from operation .....		\$114,429 06
Miscellaneous income .....		
Total miscellaneous income .....		
Gross income above operating expenses .....		
Charges Upon Income Accrued During the Year:		
Interest on funded debt .....	\$31,732 89	
Interest and discount on unfunded debts and loans..	1,205 70	
Taxes, Municipal .....	\$6,006 72	
Taxes, Provincial .....	1,235 19	
Taxes, commutation .....		
	7,241 91	
Rentals of leased railways .....		
Payments to sinking and other special funds .....		
Other Deductions from Income:		
Bonds redemption .....	\$221 00	
		221 00
Total charges and deductions from income .....		40,401 50
Net divisible income .....		\$74,027 56
Dividends declared, 3 per cent. on \$572,680.00 .....		
Dividends (stock), 3 per cent. on ..572,680.00 .....	\$34,360 80	
Total dividends declared .....		34,360 80
Surplus for the year ending June 30th, 1917 .....		\$39,666 76
Amount of surplus or deficit, June 30th .....		
Credits to profit and loss account during the year .....		
Total credits .....		
Debits to Profit and Loss Account During the Year:		
Directors' expenses .....	\$1,000 00	
Total debits .....	\$1,000 00	
Net amount credited to profit and loss .....		1,000 00
Total surplus, June 30th, 1917 .....		\$38,666 76

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:		
Receipts from passengers carried .....	\$411,328 05	
" carriage of mails .....	1,503 26	
" carriage of express and parcels .....		
" carriage of freight .....		
" tolls for use of tracks by other companies .....		
" rentals of buildings and other property ..	148 00	
" advertising in cars .....	3,033 60	
" interest on deposits .....		
Other Earnings from Operation:		
Miscellaneous ..	353 52	
Gross earnings from operation .....		\$416,366 43



## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants.	\$8,831 74
General office expenses and supplies .....	1,323 01
Legal expenses .....	600 00
Insurance . . . . .	2,250 51

## Other General Expenses:

Store expense .....	1,567 15
Spring Bank Park, attractions .....	472 65
Miscellaneous . . . . .	3,404 83

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	30,285 53
Repair of electric line construction .....	6,637 63
Repair of buildings .....	589 31

## Maintenance of Equipment:

Repair of cars .....	31,206 05
Repair of electric equipment of cars .....	13,016 03
Repair of miscellaneous equipment .....	2,869 77
Provender and stabling .....	417 52

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$.....; net .....	36,884 41
Wages and compensation of persons employed in con- ducting transportation .....	144,979 24
Removal of snow and ice .....	1,593 65
Damages for injuries to persons and property .....	14,844 45
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	.....

## Other Transportation Expenses:

Cleaning and sanding track .....	163 89
----------------------------------	--------

Total operating expenses ..... \$301,937 37

## PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

## Additions to Railway:

Extension of tracks (length.....feet) .....	\$61,400 74
New electric line construction (length.....feet) ....	1,146 05
Other additions to railway .....	.....

Total additions to railway ..... \$62,546 79

## Additions to Equipment:

Additional cars (.....in number) .....	\$80 05
Electric equipment of same .....	.....
Other additional rolling stock .....	.....

## Other Additions to Equipment:

Miscellaneous . . . . .	1,142 35
-------------------------	----------

Total additions to equipment ..... 1,222 40

## Additions to Land and Buildings:

Additional land necessary for operation of railway ..	.....
New electric power stations, including machinery, etc.	.....
Additional equipment of power stations .....	.....
Other new buildings necessary for operation of railway	\$75 00

Total additions to land and buildings ..... 75 00

## Additions to Other Permanent Property:

Total additions to other permanent property .....	.....
---	-------

Total additions to property accounts ..... \$63,844 19

Deductions from property accounts (property sold or reduced  
in valuation and credited to property accounts):

Power house equipment sold .....	\$2,350 31	
Total deductions from property accounts .....		\$2,350 31
Net additions to property accounts for the year .....		\$61,493 88

#### GENERAL BALANCE SHEET.

#### Assets:

##### Cost of Railway:

Roadbed and tracks .....	\$774,174 21	
Electric line construction, including poles, wiring, feeder lines, etc. ....	86,404 91	
Interest accrued during construction of railway ....	70,937 50	
Engineering and other expenses incident to construc- tion . . . . .		
Other items of railway cost .....		
Total cost of railway owned .....		\$931,516 62

##### Cost of Equipment:

Passenger cars and other rolling stock .....	\$150,670 62	
Electric equipment of same .....	94,934 68	
Other items of equipment .....	39,781 91	
Total cost of equipment owned .....		285,387 21

##### Cost of Land and Buildings:

Land necessary for operation of railway .....	\$85,334 55	
Electric power stations, including equipment .....	109,581 43	
Other buildings necessary for operation of railway ..	8,171 46	
Total cost of land and buildings owned .....		203,087 44

##### Other Permanent Property:

Miscellaneous . . . . .	\$5,811 80	
Total cost of other permanent property owned .....		5,811 80
Total permanent investments .....		\$1,425,803 07

##### Cash and Current Assets:

Cash . . . . .	\$4,461 45	
Bills and accounts receivable .....	4,503 12	
Sinking and other special funds .....		
Other Cash and Current Assets:		
Prepaid accounts .....	9,887 39	
Total cash and current assets .....		18,851 96

##### Miscellaneous Assets:

Materials and supplies .....	\$38,052 52	
Other Assets and Property:		
Suspense accounts .....	20,669 75	
Total miscellaneous assets .....		58,722 27
Profit and loss balance—deficit .....		
Total . . . . .		\$1,503,377 30

#### Liabilities:

Capital stock, common .....	\$572,680 00	
Capital stock, preferred .....		
Total capital stock .....		
Funded debt .....		\$605,000 00
Real estate mortgages .....		



## Current Liabilities:

Loans and notes payable .....	\$50,000 00	
Audited vouchers and accounts .....	31,469 50	
Salaries and wages .....	10,522 67	
Dividends not called for .....	.....	
Matured interest coupons unpaid .....	.....	
Rentals due and unpaid .....	.....	
Miscellaneous current liabilities .....	.....	
Total current liabilities .....		\$91,992 17

## Accrued Liabilities:

Interest accrued and not yet due .....	\$9,439 73	
Taxes accrued and not yet due .....	3,820 67	
Rentals accrued and not yet due .....	.....	
Miscellaneous accrued liabilities .....	.....	
Total accrued liabilities .....		13,260 40

## Sinking and Other Special Funds:

Maintenance reserve .....	\$514 21	
Injuries and damages .....	5,554 57	
Ticket float .....	23,060 87	
Total sinking and other special funds .....		29,129 65
Profit and loss balance—surplus .....		191,315 08
Total .....		\$1,503,377 30

## CAPITAL STOCK—REAL ESTATE MORTGAGES.

## Capital Stock:

Capital stock authorized by law, common, 18,750 ....	\$750,000 00	
Capital stock authorized by law, preferred .....	.....	
Total capital stock authorized by law .....		\$750,000 00
Capital stock authorized by votes of company, common, 18,750 . . . . .	\$750,000 00	
Capital stock authorized by votes of company, preferred .....	.....	
Total capital stock authorized by vote .....		750,000 00
Capital stock issued and outstanding, common .....	.....	
Capital stock issued and outstanding, preferred .....	.....	
Total capital stock outstanding .....		\$572,680 00
Amount paid in on ..... shares not yet issued .....	.....	
Amount paid in on stock to be exchanged .....	.....	
Scrip convertible into stock .....	.....	
Other paid stock liability .....	.....	
Total capital stock liability .....		\$572,680 00
Number of shares issued and outstanding, common . . . . .	14,317	
Number of shares issued and outstanding, preferred . . . . .	.....	
Total number of shares outstanding .....	14,317	
Number of stockholders, common .....	.....	
Number of stockholders, preferred .....	.....	
Total number of stockholders .....	.....	
Amount of stock held, common .....	\$572,680 00	
Amount of stock held, preferred .....	.....	
Total stock held .....		\$572,680 00

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
The London Street Railway, Equipment, Buildings, etc.	5%	Mar. 8,1925	\$605,000 00	\$31,732 89
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	\$605,000 00	\$31,732 89

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	11,234,977
Number carried per mile of main railway track operated (36.02 miles)	311,918
Number of car miles run .....	1,932,316
Average number of persons employed .....	
If the Company commenced operation during the year, give the date	
Average amount received from each passenger .....	3.66c.
Amount of passenger earnings per mile of road .....	\$11,419 24

Freight:	
Number of tons freight earning revenue .....	
Number of tons freight carried per mile of road .....	
Average amount received for each ton of freight .....	
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger cars per hour .....	
Average rate of speed of freight cars per hour .....	

Description of equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars	Conductors' vans.	Tool cars.	Snow plows.	Snow Sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters
Closed passenger cars .....	50	..	..	.....	.....	.....	.....	.....	.....	..	..	.....	.....	all	all	.....
Open passenger cars .....	8	5	..	.....	.....	.....	.....	.....	.....	..	2	.....	2	all	.....	.....

MISCELLANEOUS EQUIPMENT.

Barges and omnibuses .....	Total Number.
Carts and snow sleds .....	
Other Railway Rolling Stock:	
Miscellaneous .....	3
Other Highway Vehicles:	
Line wagon .....	1
Line auto truck .....	1
Horses .....	1
Other items of equipment .....	



DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned leased, etc.	Total operated.
Length of railway line.....	27.44	.....	.....	.....	27.44
"    second main track..	7.64	.....	.....	.....	7.64
Total length of main track	35.08	.....	.....	.....	35.08
Length of sidings, switches, etc.	.94	.....	.....	.....	.94
Total computed as single track	36.02	.....	.....	.....	36.02
Length of line under construc- tion .....	.....	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED FOR THE YEAR ENDING JUNE 30TH, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft., B. M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	56	.....	2,640	
.....	Girder	60	.....	.....	
.....	Groove	65	.....	.....	
.....	.....	70	.....	.....	
.....	T-	70	.....	.....	
.....	Gir. groove	77	.....	.....	
.....	T-	80	.....	.....	
.....	.....	85	.....	.....	

Names of the several cities and towns in which the railways operated by the Company are located: London, Byron, Ont.

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....						
Damage to property of Municipality.....						
Damage to private property..						
Total.....						

Total amount paid during year for damages caused by accidents.....

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....						72
Employees.....						19
Other persons.....						162
Totals.....						253

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: The London Street Railway Company.

Names and business address of principal officers: President, Chas. Currie; Vice-President, Thomas H. Smallman; Treasurer, Leonard Tait; General Counsel, Ivey & Ivey; Auditors, F. H. Coles & J. P. Dewar; General Manager, C. B. King; Superintendent, H. H. Humeston.

Name of officer, and address, to whom correspondence regarding this report should be addressed: L. Tait, Secretary-Treasurer, London, Ont.

Names and residence of Board of Directors: Chas. Currie, 28 Adolph St., Akron, Ohio; Thos. H. Smallman, Waverley, London, Ont.; R. R. Alexander, Cleveland Trust Co., Cleveland, Ohio; H. S. Holt, Power Building, Montreal, Que.; P. W. D. Broderick, Molson's Bank, Toronto, Ont.; W. M. Spencer, 300 Dufferin Ave., London, Ont.; C. H. Ivey, 256 Central Ave., London, Ont.

ANNUAL REPORT OF THE  
NIAGARA FALLS PARK AND RIVER RAILWAY COMPANY,  
FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:		
Gross earnings from operation .....	\$137,404	22
Operating expenses .....	92,941	83
Net earnings from operation .....	\$44,462	39



## Miscellaneous Income:

Interest on deposits .....	\$195 01
Rent of land and buildings .....	6,016 63

Total miscellaneous income ..... 6,211 64

Gross income above operating expenses ..... \$50,674 03

## Charges Upon Income Accrued During the Year:

Interest on funded debt .....	\$30,000 00
Interest and discount on unfunded debts and loans ..	.....
Taxes, Municipal .....	\$5,192 90
Taxes, Mileage .....	175 15
Taxes, net earnings .....	150 06

5,518 11

Rentals of leased railways .....	.....
Payments to sinking and other special funds .....	.....
Other deductions from income .....	.....

Total charges and deductions from income ..... 35,518 11

Net divisible income ..... \$15,155 92

Dividends declared.....per cent. on \$ .....  
 .....per cent. on .....  
 .....

Total dividends declared .....  
 .....

Surplus for the year ending June 30th, 1917 ..... \$15,155 92

Amount of surplus or deficit, June 30th, .....  
 Credits to profit and loss account during the year .....  
 .....

Total credits .....  
 .....

Debits to profit and loss account during the year .....  
 Total debits .....  
 .....

Net amount credited to profit and loss .....  
 .....

Total surplus or deficit, June 30th, 1917 .....  
 .....

## EARNINGS AND EXPENSES OF OPERATION.

## Earnings from Operation:

Receipts from passengers carried .....	\$132,753 92
“ carriage of mails .....	419 44
“ carriage of express and parcels .....	301 20
“ switching . . . . .	1,287 08
“ baggage . . . . .	2 25
“ rentals of buildings and other property .....	278 37
“ advertising in cars .....	1,129 16
Chartered cars .....	440 00

## Other Earnings from Operation:

Rent of equipment .....	2 49
Sale of Power .....	781 51
Parcel checks .....	8 80

Gross earnings from operation ..... \$137,404 22

## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants	\$1,103 74
General office expenses and supplies .....	4,006 62
Legal expenses .....	1,556 93
Insurance . . . . .	1,720 06
Switching charges, if any .....	.....
Other general expenses .....	14,129 22

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	23,202 10
Repair of electric line construction .....	3,471 58
Repair of buildings .....	1,009 03

## Maintenance of Equipment:

Repair of cars .....	1,944 08
Repair of electric equipment of cars .....	454 48
Repair of miscellaneous equipment .....	29 63
Provender and stabling .....	198 00

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$.....; net .....	6,767 54
Wages and compensation of persons employed in con- ducting transportation .....	28,442 10
Removal of snow and ice .....	1,828 88
Damages for injuries to persons and property .....	1,774 30
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	.....

## Other Transportation Expenses:

Cleaning and sanding track .....	470 79
Miscellaneous car service expense .....	832 75

Total operating expenses ..... \$92,941 83

## PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

## Additions to Railway:

Extension of tracks (length.....feet) .....	.....
New electric line construction (length.....feet) ....	.....
Other additions to railway .....	.....

Total additions to railway .....

## Additions to Equipment:

Additional cars (.....in number) .....	.....
Electric equipment of same .....	.....
Other additional rolling stock .....	.....
Other additions to equipment .....	.....

Total additions to equipment .....

## Additions to Land and Buildings:

Additional land necessary for operation of railway ..	.....
New electric power stations, including machinery, etc.	.....
Additional equipment of power stations .....	.....
Other new buildings necessary for operation of railway	.....

Total additions to land and buildings .....

Additions to other permanent property .....

Total additions to other permanent property .....

Total additions to property accounts .....

Deductions from property accounts (property sold or reduced  
in valuation and credited to property accounts) .....

Total deductions from property accounts .....

Net additions to property accounts for the year .....



GENERAL BALANCE SHEET.

Assets:

Cost of Railway:

Roadbed and tracks .....	.....
Electric line construction, including poles, wiring, feeder lines, etc. ....	.....
Interest accrued during construction of railway ....	.....
Engineering and other expenses incident to construc- tion . . . . .	.....
Other items of railway cost .....	.....
<hr/>	
Total cost of railway owned .....	.....

Cost of Equipment:

Passenger cars and other rolling stock .....	.....
Electric equipment of same .....	.....
Other items of equipment .....	.....
<hr/>	
Total cost of equipment owned .....	.....

Cost of Land and Buildings:

Land necessary for operation of railway .....	.....
Electric power stations, including equipment .....	.....
Other buildings necessary for operation of railway ..	.....
<hr/>	
Total cost of land and buildings owned .....	.....

Other permanent property .....

Total cost of other permanent property owned .....	.....
--	-------

Total permanent investments .....	.....
-----------------------------------	-------

Cash and Current Assets:

Cash .....	.....
Bills and accounts receivable .....	.....
Sinking and other special funds .....	.....
Other cash and current assets .....	.....
<hr/>	
Total cash and current assets .....	.....

Miscellaneous Assets:

Materials and supplies .....	.....
Other assets and property .....	.....
<hr/>	
Total miscellaneous assets .....	.....
Profit and loss balance—deficit .....	.....
Total . . . . .	.....

Unable to furnish for the Park and River Division.

Liabilities:		} Unable to furnish for the Park and River Division.
Capital stock, common .....	.....	
Capital stock, preferred .....	.....	
<hr/>		
Total capital stock .....	.....	
Funded debt .....	.....	
Real estate mortgages .....	.....	
Current Liabilities:		
Loans and notes payable .....	.....	
Audited vouchers and accounts .....	.....	
Salaries and wages .....	.....	
Dividends not called for .....	.....	
Matured interest coupons unpaid .....	.....	
Rentals due and unpaid .....	.....	
Miscellaneous current liabilities .....	.....	
<hr/>		
Total current liabilities .....	.....	
Accrued Liabilities:		
Interest accrued and not yet due .....	.....	
Taxes accrued and not yet due .....	.....	
Rentals accrued and not yet due .....	.....	
Miscellaneous accrued liabilities .....	.....	
<hr/>		
Total accrued liabilities .....	.....	
Sinking and other special funds .....	.....	
<hr/>		
Total sinking and other special funds .....	.....	
Profit and loss balance—surplus .....	.....	
Total .....	.....	

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:		} Not applicable as this division has no capital stock separate and apart from the capital stock of the International Railway Company.
Capital stock authorized by law, common .....	.....	
Capital stock authorized by law, preferred .....	.....	
Total capital stock authorized by law .....		
Capital stock authorized by votes of company, common .....	.....	
Capital stock authorized by votes of company, preferred .....	.....	
Total capital stock authorized by vote .....		
Capital stock issued and outstanding, common .....	.....	
Capital stock issued and outstanding, preferred .....	.....	
Total capital stock outstanding .....		
Amount paid in on .....shares not yet issued .....	.....	
Amount paid in on stock to be exchanged .....	.....	
Scrip convertible into stock .....	.....	
Other paid stock liability .....	.....	
Total capital stock liability .....		
Number of shares issued and outstanding, common .....	.....	
Number of shares issued and outstanding, preferred .....	.....	
Total number of shares outstanding .....		
Number of stockholders, common .....	.....	
Number of stockholders, preferred .....	.....	
Total number of stockholders .....		
Amount of stock held, common .....	.....	
Amount of stock held, preferred .....	.....	
Total stock held .....		



REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	1,335,579
Number carried per mile of main railway track operated .....	57,791
Number of car miles run .....	262,221
Average number of persons employed .....	61
If the Company commenced operation during the year, give the date..	
Average amount received from each passenger .....	.0973
Amount of passenger earnings per mile of road .....	\$11,183 36

Freight:	
Number of tons freight earning revenue .....	} None—all switching.
Number of tons freight carried per mile of road .....	
Average amount received for each ton of freight .....	
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger cars per hour .....	7.9 miles
Average rate of speed of freight cars per hour .....	7.9 miles

Description of Equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Box passenger cars .....	11	..	..	.....	2	.....	.....	2	.....	..	..	1	.....	.....	.....	11
Open passenger cars .....	16	..	..	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

	Total Number.
Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses .....	
Other items of equipment .....	

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line.....	11.914	.....	.....	.....	11.914
“ of second main track.	11.202	.....	.....	.....	11.202
Total length of main track	23.116	.....	.....	.....	23.116
Length of sidings, switches, etc.	.992	.....	.....	.....	.992
Total, computed as single track	24.108	.....	.....	.....	24.108
Length of line under con- struction .....	.....	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED

For Year Ending June 30th, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft.B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	Record is for switching only,
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General remarks.
Steel.	Iron.	Steel.	Iron.		
4½	None	T-57 lbs.	None	2,640	.....
.....	.....	.....	.....	.....	.....

Names of the several cities and towns in which the railways operated by the Company are located: Chippawa, Niagara Falls, Queenston, Ont., and various cities and towns in New York State.



SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....	.....	.....	.....	.....	.....	.....
Damage to property of Municipality.....	.....	.....	.....	.....	.....	.....
Damage to private property.....	.....	.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....	.....	.....

Total amount paid during the year for damages caused by accidents, \$

ACCIDENTS TO PERSONS.

Killed and injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	.....	.....	.....	.....	6
Employees.....	.....	.....	.....	.....	.....	7
Other persons.....	.....	.....	.....	.....	1	.....
Totals.....	.....	.....	.....	.....	1	13

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: International Railway Company, 830 Ellicott Sq., Buffalo, N.Y., now owns the Niagara Falls Park & River Railway.

Names and business address of the principal officers: President, Edward G. Connette, 816 Ellicott Square, Buffalo, N.Y.; Vice-President, Edgar J. Dickson, 812 Ellicott Square, Buffalo, N.Y.; Treasurer, Geo. W. Wilson, 820 Ellicott Square, Buffalo, N.Y.; Clerk of Corporation, Geo. W. Wilson, 820 Ellicott Square, Buffalo, N.Y.; General Counsel, Alex. Fraser and A. Monro Grier, Niagara Falls, Ont.; Auditor, Chas. A. Chavel, 830 Ellicott Square, Buffalo, N.Y.; Superintendent, Elbert H. Henning, Niagara Falls Terminal, Niagara Falls, N.Y.

Name of officer, and address, to whom correspondence regarding this report should be addressed: Chas. A. Chavel, Auditor, 830 Ellicott Square.

Names and residence of Board of Directors: Jno. W. Barr, Jr., c-o Fidelity Trust Co., Louisville, Ky.; S. Reading Pertron, 40 Wall St., New York City; Geo. Bullock, 40 Wall St., New York City; Jno. L. Clawson, Wash. and N. Division Sts., Buffalo, N.Y.; Edw. G. Connette, 816 Ellicott Square, Buffalo, N.Y.; Marshall J. Dodge, 40 Wall St., New York City, N.Y.; Rodman E. Griscom, 40 Wall St., New York City, N.Y.; Francis T. Homer, 40 Wall St., New York City, N.Y.; H. J. Pritchard, 61 Broadway, New York City, N.Y.; Chas. R. Huntley, Electric Bldg., Buffalo, N.Y.; Porter Norton, 858 Ellicott Square, Buffalo, N.Y.; Thomas Penney, 866 Ellicott Square, Buffalo, N.Y.; Robt. W. Pomeroy, 1006 Fidelity Bldg., Buffalo, N.Y.; Harry T. Ramsdell, 272 Main St., Buffalo, N.Y.; Geo. W. Wilson, 824 Ellicott Square, Buffalo, N.Y.; Henry C. Zeller, 272 Howard St., Buffalo, N.Y.; Harry Yates, 1243 Delaware Ave., Buffalo, N.Y.

ANNUAL REPORT OF THE

PORT ARTHUR CIVIC RAILWAY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:		
Gross earnings from operation .....	\$114,609 91	
Operating expenses .....	91,986 85	
Net earnings from operation .....		\$22,623 06
Miscellaneous income .....		
Total miscellaneous income .....		
Gross income above operating expenses .....		\$22,623 06
Charges Upon Income Accrued During the Year:		
Interest on funded debt .....	\$69,097 56	
Interest and discount on unfunded debts and loans ..		
Taxes, Municipal .....		
Taxes, Provincial .....		
Taxes, Commutation .....		
Rentals of leased railways .....		
Payments to sinking and other special funds .....		
Other deductions from income .....		
Total charges and deductions from income .....		69,097 56
Net divisible income .....		
Dividends declared.....per cent. on \$ .....		
.....per cent. on .....		
Total dividends declared .....		
Deficit for the year ending June 30th, 1917 .....		\$46,474 50
Amount of deficit, June 30th, 1916 .....		52,965 65
Credits to profit and loss account during the year .....		
Total credits .....		
Debits to profit and loss account during the year .....		
Total debits .....		
Net amount credited to profit and loss .....		
Total deficit, June 30th, 1917 .....		\$99,440 15

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:		
Receipts from passengers carried .....	\$112,532 49	
“ carriage of mails .....		
“ carriage of express and parcels .....		
“ chartered cars .....	242 42	
“ tolls for use of tracks by other com-		
panies—miscellaneous .....	9 55	
“ rentals of buildings and other property .....	178 71	
“ advertising in cars .....	711 00	
“ interest on deposits .....		
Other Earnings from Operation:		
Sale of power .....	300 00	
Sale of scrap .....	577 71	
Special customers .....	58 03	
Gross earnings from operation .....		\$114,609 91



Expenses of Operation:		
General Expenses:		
Salaries of general officers and clerks and attendants	\$4,256	49
General office expenses and supplies .....		
Legal expenses .....		
Insurance . . . . .	1,561	14
Switching charges, if any .....		
Other general expenses .....	2,437	44
Maintenance of Roadbed and Buildings:		
Repair of roadbed and track .....	10,227	52
Repair of electric line construction .....	1,921	23
Repair of buildings .....	485	32
Maintenance of Equipment:		
Repair of cars .....	6,043	80
Repair of electric equipment of cars .....	2,809	14
Repair of miscellaneous equipment and shop expenses	1,465	49
Provender and stabling .....		
Transportation Expenses:		
Cost of electric motive power, \$.....; less power sold,		
\$.....; net, sale of power in revenue account ..	101	05
Wages and compensation of person employed in conducting transportation .....	38,809	45
Removal of snow and ice .....	569	62
Hired power .....	19,999	92
Tolls for trackage over other railways .....		
Rentals of buildings and other property, hired equipment . . . . .	14	37
Other transportation expenses, car service expenses ..	1,284	87
Total operating expenses .....		\$91,986 85

GENERAL BALANCE SHEET.

Assets:		
Cost of Railway:		
Roadbed and tracks .....		
Electric line construction, including poles, wiring, feeder lines, etc. ....		
Interest accrued during construction of railway .....		
Engineering and other expenses incident to construction . . . . .		
Other items of railway cost .....		
Total cost of railway owned .....		
Cost of Equipment:		
Passenger cars and other rolling stock .....		
Electric equipment of same .....		
Other items of equipment .....		
Total cost of equipment owned .....		\$27,902 42
Cost of Land and Buildings:		
Land necessary for operation of railway .....		
Electric power stations, including equipment .....		
Other buildings necessary for operation of railway ...		
Total cost of land and buildings owned .....		
Other permanent property .....	\$17,957	08
Total cost of other permanent property owned .....		17,957 08
Total permanent investments .....		

## Cash and Current Assets:

Cash .....	\$400 00
Bills and accounts receivable .....	35,065 09
Sinking and other special funds .....	.....

## Other Cash and Current Assets:

Insurance unearned .....	603 77
--------------------------	--------

Total cash and current assets ..... 36,068 86

## Miscellaneous Assets:

Materials and supplies .....	.....
Other assets and property .....	.....

Total miscellaneous assets .....  
 Profit and loss balance—deficit ..... 99,440 15

Total . . . . . \$181,368 51

## Liabilities:

Capital stock, common .....	.....
Capital stock, preferred .....	.....

Total capital stock ..... .

Funded debt ..... \$63,494 49  
 Real estate mortgages ..... .

## Current Liabilities:

Loans and notes payable .....	.....
Audited vouchers and accounts .....	\$62,879 82
Salaries and wages .....	2,557 97
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....
Rentals due and unpaid .....	.....
Miscellaneous current liabilities .....	.....

Total current liabilities ..... 65,437 79

## Accrued Liabilities:

Interest accrued and not yet due .....	.....
Taxes accrued and not yet due .....	.....
Rentals accrued and not yet due .....	.....

## Miscellaneous Accrued Liabilities:

Tickets in circulation .....	\$2,765 87
Suspense Railway Board .....	514 21

Total accrued liabilities ..... 3,280 08

## Sinking and other special funds:

Depreciation reserve .....	\$47,698 56
Depreciation reserve fund .....	1,457 59

Total sinking and other special funds ..... 49,156 15  
 Profit and loss balance—surplus ..... .

Total . . . . . \$181,368 51

## CAPITAL STOCK—REAL ESTATE MORTGAGES

## Capital Stock:

Capital stock authorized by law, common .....	.....
Capital stock authorized by law, preferred .....	.....

Total capital stock authorized by law ..... .

Capital stock authorized by votes of company, common .....	.....
Capital stock authorized by votes of company, preferred .....	.....

Total capital stock authorized by vote ..... .



Capital stock issued and outstanding, common .....	.....
Capital stock issued and outstanding, preferred .....	.....
<hr/>	
Total capital stock outstanding .....	.....
Amount paid in on .....shares not yet issued .....	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....
<hr/>	
Total capital stock liability .....	.....
Number of shares issued and outstanding, common . . . . .	....
Number of shares issued and outstanding, preferred . . . . .	....
<hr/>	
Total number of shares outstanding .....	....
Number of stockholders, common .....	....
Number of stockholders, preferred .....	....
<hr/>	
Total number of stockholders .....	....
Amount of stock held, common .....	.....
Amount of stock held, preferred .....	.....
<hr/>	
Total stock held .....	.....

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
<hr/>		<hr/>	<hr/>	<hr/>
Totals .....	.....	.....	.....	.....

SINKING AND OTHER SPECIAL FUNDS.

Amount June 30th, of.....fund.....	.....
of.....fund.....	.....
<hr/>	
Total, June 30th, .....	.....
Additions during the year to.....fund.....	.....
to.....fund.....	.....
<hr/>	
Total, including additions .....	.....
Deductions during the year from.....fund.....	.....
from.....fund.....	.....
<hr/>	
Total sinking and other special funds, June 30th, 1917 .....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	2,624,461
Number carried per mile of main railway track operated .....	141,633
Number of car miles run .....	650,885
Average number of persons employed .....	56
If the Company commenced operation during the year, give the date ..	
Average amount received from each passenger .....	4.287c.
Amount of passenger earnings per mile of road .....	\$5,750 25





DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. of ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	60	.....	2,000	
.....	.....	80	.....	2,000	
.....	.....	.....	.....	.....	

Names of the several cities and towns in which the railways operated by the Company are located: Port Arthur.

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property .....	.....	.....	.....	.....	.....	.....
Damage to property of Municipality .....	.....	.....	.....	.....	.....	.....
Damage to private property .....	.....	.....	.....	.....	.....	.....
Total .....	.....	.....	.....	.....	.....	.....

Total amount paid during year for damages caused by accidents, \$105.00

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	1	.....	10	.....	11
Employees .....	.....	.....	.....	.....	.....	.....
Other persons .....	.....	.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....	.....	11

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: Port Arthur Civic Railway, Port Arthur, Ontario.  
Names and residence of Board of Directors: Public Utilities Commission.

ANNUAL REPORT OF THE

SANDWICH, WINDSOR & AMHERSTBURG RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:		
Gross earnings from operation .....	\$383,011 59	
Operating expenses .....	196,757 83	
Net earnings from operation .....		\$186,253 76
Miscellaneous income .....		
Total miscellaneous income .....		
Gross income above operating expenses .....		
Charges Upon Income Accrued During the Year:		
Interest on funded debt .....	\$31,500 00	
Interest and discount on unfunded debts and loans ..		
Taxes, Municipal .....		
Taxes, Provincial .....		
Taxes, Commutation .....	17,400 00	
Rentals of leased railways .....		
Payments to sinking and other special funds .....		
Other deductions from income .....		
Total charges and deductions from income .....		48,900 00
Net divisible income .....		\$137,353 76
Dividends declared.....per cent. on \$ .....		
.....per cent. on .....		
Total dividends declared .....		
Surplus for the year ending June 30th, 1917 .....		\$137,353 76
Amount of surplus, June 30th, 1916 .....		69,551 04
Credits to profit and loss account during the year .....		
Total surplus .....		\$206,904 80
Total credits .....		
Debits to Profit and Loss Account During the Year:		
Transferred to D. U. R. account .....	\$147,984 97	
		\$147,984 97
Total debits .....		\$147,984 97
Net amount credited to profit and loss .....		\$58,919 83
Total surplus, June 30th, 1917 .....		\$58,919 83

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:		
Receipts from passengers carried .....	\$339,252 97	
“ carriage of mails .....	735 00	
“ carriage of express and parcels .....		
“ carriage of freight .....	7,348 15	
“ chartered cars .....	595 22	
“ rentals of buildings and other property .....		
“ advertising in cars .....	1,040 00	
“ interest on deposits .....	2,263 32	
Other Earnings from Operation:		
Lighting—net .....	31,776 93	
Gross earnings from operation .....		\$383,011 59



## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants.	\$10,800 00
General office expenses and supplies .....	3,654 51
Legal expenses .....	1,000 00
Insurance . . . . .	900 00
Switching charges, if any .....	.....
Other general expenses .....	4,443 71

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	23,116 10
Repair of electric line construction .....	6,092 72
Repair of buildings .....	259 07

## Maintenance of Equipment:

Repair of cars .....	12,318 45
Repair of electric equipment of cars .....	11,302 50
Repair of miscellaneous equipment .....	88 15
Provender and stabling—engines and generators ....	963 27

## Transportation Expenses:

Cost of electric motive power, \$50,808.13; less power sold, \$32,581.51; net .....	18,226 62
Wages and compensation of persons employed in conducting transportation .....	87,101 73
Removal of snow and ice .....	.....
Damages for injuries to persons and property .....	6,785 01
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	.....
Other transportation expenses .....	9,705 99

Total operating expenses ..... \$196,657 83

## PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

## Additions to Railway:

Extension of tracks (length.....feet) .....	\$4,704 45
New electric line construction (length.....feet .....	.....
Other additons to railway .....	.....

Total additions to railway .....

## Additions to Equipment:

Additional cars (.....in number) .....	\$25,922 91
Electric equipment of same .....	.....
Other additional rolling stock .....	.....
Other additions to equipment .....	.....

Total additions to equipment .....

## Additions to Land and Buildings:

Additional land necessary for operation of railway ..	.....
New electric power stations, including machinery, etc. ....	.....
Additional equipment of power stations, light plant ..	\$12,912 16
Other new buildings necessary for operation of railway	8,037 93

Total additions to land and buildings .....

Additions to other permanent property .....

Total additions to other permanent property .....

Total additions to property accounts ..... \$51,577 45

Deductions from property accounts property sold or reduced in valuation and credited to property accounts) .....

Total deductions from property accounts .....

Net addition to property accounts for the year ..... \$51,577 45

## GENERAL BALANCE SHEET.

## Assets:

## Cost of Railway:

Roadbed and tracks .....	.....
Electric line construction, including poles, wiring, feeder lines, etc. ....	.....
Interest accrued during construction of railway .....	.....
Engineering and other expenses incident to construction ..	.....
Other items of railway cost .....	.....

Total cost of railway owned .....

## Cost of Equipment:

Passenger cars and other rolling stock .....	.....
Electric equipment of same .....	.....
Other items of equipment .....	.....

Total cost of equipment owned .....

## Cost of Land and Buildings:

Land necessary for operation of railway .....	.....
Electric power stations, including equipment .....	.....
Other buildings necessary for operation of railway ..	.....

Total cost of land and buildings owned .....

Other permanent property .....

Total cost of other permanent property owned .....

Total permanent investments .....\$1,464,063 27

## Cash and Current Assets:

Cash ..	\$37,818 17
Bills and accounts receivable .....	21,688 86
Sinking and other special funds .....	.....

## Other Cash and Current Assets:

Windsor & Tecumseh Electric Railway Co. (stock) ..	10,000 00
--	-----------

Total cash and current assets ..... 69,507 03

## Miscellaneous Assets:

Materials and supplies .....	\$3,633 28
Other assets and property .....	.....

Total miscellaneous assets ..... 3,633 28

Profit and loss balance—deficit .....

Total .....\$1,537,203 58

## Liabilities:

Capital stock, common .....	\$297,000 00
Capital stock, preferred .....	.....

Total capital stock ..... \$297,000 00

Funded debt ..... 600,000 00

Real estate mortgages .....

## Current Liabilities:

Loans and notes payable .....	.....
Audited vouchers and accounts .....	.....
Salaries and wages .....	.....
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....
Rentals due and unpaid .....	.....



Miscellaneous Current Liabilities:		
Unredeemed tickets .....	\$8,179 22	
Advances to this company by D. U. R. ....	552,574 42	
		<hr/>
Total current liabilities .....		560,753 64
Accrued Liabilities:		
Interest accrued and not yet due .....	\$4,987 50	
Taxes accrued and not yet due .....	12,006 86	
Rentals accrued and not yet due .....		
Miscellaneous accrued liabilities .....		
		<hr/>
Total accrued liabilities .....		16,994 36
Sinking and Other Special Funds:		
Injuries and damages reserve .....	\$3,535 75	
		<hr/>
Total sinking and other special funds .....		3,535 75
Profit and loss balance—surplus .....		58,919 83
		<hr/>
Total . . . . .		\$1,537,203 58

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:		
Capital stock authorized by law, common .....	\$500,000 00	
Capital stock authorized by law, preferred .....		
		<hr/>
Total capital stock authorized by law .....		
Capital stock authorized by votes of company, common	\$350,000 00	
Capital stock authorized by votes of company, preferred .....		
		<hr/>
Total capital stock authorized by vote .....		
Capital stock issued and outstanding, common .....		\$297,000 00
Capital stock issued and outstanding, preferred .....		
		<hr/>
Total capital stock outstanding .....		
Amount paid in on.....shares not yet issued .....		
Amount paid in on stock to be exchanged .....		
Scrip convertible into stock .....		
Other paid stock liability .....		
		<hr/>
Total capital stock liability .....		
Number of shares issued and outstanding, common . . . . .	2,970	
Number of shares issued and outstanding, preferred . . . . .		
		<hr/>
Total number of shares outstanding .....		
Number of stockholders, common .....		
Number of stockholders, preferred .....		
		<hr/>
Total number of stockholders .....	9	
Amount of stock held, common .....		
Amount of stock held, preferred .....		
		<hr/>
Total stock held .....		

REAL ESTATE MORTGAGES.

Description of mortgaged property	Rate of interest.	Mortgage when due.	Amount.	Interest paid during year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:

Number of passengers paying revenue carried during the year .....	6,988,361
Number carried per mile of main railway track operated .....	
Number of car miles run .....	1,163,765
Average number of persons employed .....	153
If the Company commenced operation during the year, give the date..	
Average amount received from each passenger .....	4.85c.
Amount of passenger earnings per mile of road .....	

Freight:

Number of tons freight earning revenue .....	
Number of tons freight carried per mile of road .....	
Average amount received for each ton of freight .....	
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger cars per hour .....	
Average rate of speed of freight cars per hour .....	

Description of equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Box passenger cars.....	35	..	..	.....	4	.....	.....	.....	.....	..	12	3	.....	.....	.....	.....
Open passenger cars.....	22	..	..	.....	.....	.....	.....	.....	.....	..	.....	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

Barges and omnibuses .....	Total Number.
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses . . . . .	
Other items of equipment .....	



DESCRIPTION OF RAILWAY OWNED AND OPERATED.  
RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line.....	31.89	9.45	.....	.....	41.34
"    second main track..	.....	.....	.....	.....	.....
Total length of main track	.....	.....	.....	.....	.....
Length of sidings, switches, etc.	.....	.....	.....	.....	.....
Total, computed as single track	.....	.....	.....	.....	.....
Length of line under construction .....	.....	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED  
For Year Ending June 30th, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft., B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties per mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	56 and 60	.....	2,220	.....
.....	.....	.....	.....	.....	.....

Names of the several cities and towns in which the railways operated by the Company are located: Windsor, Walkerville, Sandwich, Amherstburg, Essex County.

SUMMARY OF ACCIDENTS TO PROPERTY.  
June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....	.....	.....	.....	.....	.....	.....
Damage to property of Municipality.....	.....	.....	.....	.....	.....	.....
Damage to private property.....	.....	.....	.....	.....	.....	.....
Total.....	.....	.....	.....	.....	.....	.....

Total amount paid during year for damages caused by accidents, \$

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured
Passengers .....	.....	.....	.....	.....	.....	14
Employees .....	.....	.....	.....	.....	.....	5
Other persons.....	.....	.....	.....	.....	1	18
Totals.....	.....	.....	.....	.....	1	37

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: Sandwich, Windsor & Amherstburg Railway, Windsor, Ontario.

Names and business address of principal officers: President, J. C. Hutchins, Detroit, Mich.; Vice-President, F. W. Brooks, Detroit, Mich.; Treasurer, Jos. Bampton, Detroit, Mich.; Clerk of Corporation, A. E. Peters, Detroit, Mich.; General Counsel, Bartlet & Bartlet, Windsor, Ont.; Auditor, Irwin Fullerton, Detroit, Mich.; General Manager, Jas. Anderson, Windsor, Ont.

Name of officer, and address, to whom correspondence regarding this report should be addressed: Jas. Anderson, General Manager, Windsor.

Names and residence of Board of Directors: James Anderson, Windsor, Ont.; Joseph Bampton, Detroit, Mich.; Albert E. Peters, Detroit, Mich.; J. C. Hutchins, Detroit, Mich.; Frank W. Brooks, Detroit, Mich.; Allen F. Edwards, Detroit, Mich.; Irwin Fullerton, Detroit, Mich.; Edw. W. Moore, Cleveland, Ohio.

ANNUAL REPORT OF THE  
SARNIA STREET RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:

Gross earnings from operation .....	\$70,353 28	
Operating expenses .....	49,658 52	
Net earnings from operation .....		\$20,694 76
Miscellaneous income .....		
Total miscellaneous income .....		
Gross income above operating expenses .....		\$20,694 76
Charges Upon Income Accrued During the Year:		
Interest on funded debt .....	\$4,484 25	
Interest and discount on unfunded debts and loans ..	.....	
Taxes, Municipal .....	\$744 77	
Taxes, Provincial .....	336 20	
Taxes, Commutation .....	.....	
	1,080 97	
Rentals of leased railways .....	.....	
Payments to sinking and other special funds .....	.....	
Other deductions from income .....	.....	
Total charges and deductions from income .....		5,565 22
Net divisible income .....		\$15,129 54



Dividends declared, 6 per cent. on \$90,000.00 .....	\$5,400 00
.....per cent on .....	.....
Total dividends declared .....	5,400 00
Surplus for the year ending June 30th, 1917 .....	\$9,729 54
Amount of surplus, June 30th / 1916 .....	53,732 56
Credits to profit and loss account during the year .....	.....
Total credits .....	.....
Debits to profit and loss account during the year .....	.....
Total debits .....	.....
Net amount credited to profit and loss .....	.....
Total surplus, June 30th, 1917 .....	\$63,462 10

## EARNINGS AND EXPENSES OF OPERATION.

## Earnings from Operation:

Receipts from passengers carried .....	\$55,621 21
“ carriage of mails .....	2,290 00
“ carriage of express and parcels, baggage .....	2,736 51
“ carriage of freight .....	6,234 03
“ tolls for use of tracks by other companies .....	.....
“ rentals of buildings and other property .....	.....
“ advertising in cars .....	400 00
“ interest on deposits .....	.....

## Other Earnings from Operation:

Commission . . . . .	2,343 41
Miscellaneous . . . . .	728 12

Gross earnings from operation ..... \$70,353 28

## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants..	\$3,691 00
General office expenses and supplies .....	678 11
Legal expenses .....	419 65
Insurance . . . . .	851 16
Switching charges, if any .....	.....

## Other General Expenses:

Miscellaneous, advertising, etc. ....	8,061 57
---------------------------------------	----------

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	5,515 08
Repair of electric line construction .....	283 55
Repair of buildings .....	361 51

## Maintenance of Equipment:

Repair of cars—wages, electricians .....	3,081 34
Repair of electric equipment of cars .....	2,970 32
Repair of miscellaneous equipment .....	185 31
Provender and stabling .....	1,887 65

## Transportation Expenses:

Cost of electric motive power, \$9,344.70; less power sold, \$.....; net .....	9,344 70
Wages and compensation of persons employed in conducting transportation .....	13,283 54
Removal of snow and ice .....	.....
Damages for injuries to persons and property .....	125 00
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	.....
Other transportation expenses .....	.....

Total operating expenses ..... \$50,739 49

PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

Additions to Railway:		
Extension of tracks (length.....feet)	\$2,888 85	
New electric line construction (length.....feet)	171 77	
Other additions to railway		
Total additions to railway		\$3,060 62
Additions to Equipment:		
Additional cars (.....in number)		
Electric equipment of same		
Other additional rolling stock		
Other additions to equipment	\$56 00	
Total additions to equipment		56 00
Additions to Land and Buildings:		
Additional land necessary for operation of railway ..		
New electric power stations, including machinery, etc.		
Additional equipment of power stations		
Other new buildings necessary for operation of railway		
Total additions to land and buildings		
Additions to Other Permanent Property:		
Office, park, barns, etc.	\$462 17	
Total additions to other permanent property		462 17
Total additions to property accounts		\$3,578 79
Deductions from property accounts (property sold or reduced in valuation and credited to property accounts)		
Total deductions from property accounts		
Net addition to property accounts for the year		\$3,578 79

GENERAL BALANCE SHEET.

Assets:		
Cost of Railway:		
Roadbed and tracks	\$105,228 00	
Electric line construction, including poles, wiring, feeder lines, etc.	17,709 44	
Interest accrued during construction of railway		
Engineering and other expenses incident to construction		
Other items of railway cost		
Total cost of railway owned		\$122,937 44
Cost of Equipment:		
Passenger cars and other rolling stock	\$21,642 54	
Electric equipment of same	37,979 14	
Other items of equipment		
Total cost of equipment owned		59,621 68
Cost of Land and Buildings:		
Land necessary for operation of railway, park	\$17,082 53	
Electric power stations, including equipment	10,441 65	
Other buildings necessary for operation of railway, office and barns	27,213 96	
Total cost of land and buildings owned		54,738 14



Other permanent property .....		
Total cost of other permanent property owned .....		
Total permanent investments .....		\$237,297 26
Cash and Current Assets:		
Cash ..	\$6,164 84	
Bills and accounts receivable .....		
Sinking and other special funds .....		
Other cash and current assets .....		
Total cash and current assets .....		6,164 84
Miscellaneous Assets:		
Materials and supplies .....		
Other assets and property .....		
Total miscellaneous assets .....		
Profit and loss balance—deficit .....		
Total ..		\$243,462 10
Liabilities:		
Capital stock, common .....	\$90,000 00	
Capital stock, preferred .....		
Total capital stock .....		\$90,000 00
Funded debt .....		90,000 00
Real estate mortgages .....		
Current Liabilities:		
Loans and notes payable .....		
Audited vouchers and accounts .....		
Salaries and wages .....		
Dividends not called for .....		
Matured interest coupons unpaid .....		
Rentals due and unpaid .....		
Miscellaneous current liabilities .....		
Total current liabilities .....		
Accrued Liabilities:		
Interest accrued and not yet due .....		
Taxes accrued and not yet due .....		
Rentals accrued and not yet due .....		
Miscellaneous accrued liabilities .....		
Total accrued liabilities .....		
Sinking and other special funds .....		
Total sinking and other special funds .....		
Profit and loss balance—surplus .....		63,462 10
Total ..		\$243,462 10

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:		
Capital stock authorized by law, common .....	\$100,000 00	
Capital stock authorized by law, preferred .....		
Total capital stock authorized by law .....		\$100,000 00
Capital stock authorized by votes of company, common .....		
Capital stock authorized by votes of company, preferred .....		
Total capital stock authorized by vote .....	\$90,000 00	

Capital stock issued and outstanding, common .....	.....
Capital stock issued and outstanding, preferred ....	.....
Total capital stock outstanding .....	\$90,000 00
Amount paid in on.....shares not yet issued .....	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....
Total capital stock liability .....	\$90,000 00
Number of shares issued and outstanding, common ..	1,800
Number of shares issued and outstanding, preferred ..	.....
Total number of shares outstanding ....	1,800
Number of stockholders, common .....	60
Number of stockholders, preferred .....	.....
Total number of stockholders .....	60
Amount of stock held, common .....	\$90,000 00
Amount of stock held, preferred .....	.....
Total stock held .....	\$90,000 00

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	1,270,288
Number carried per mile of main railway track operated .....	137,328
Number of car miles run .....	204,244
Average number of persons employed .....	40
If the Company commenced operation during the year, give the date ..	
Average amount received from each passenger .....	4.37c.
Amount of passenger earnings per mile of road .....	\$6,013 10
Freight:	
Number of tons freight earning revenue .....	10,390
Number of tons freight carried per mile of road .....	1,123
Average amount received for each ton of freight .....	
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger cars per hour .....	12 miles
Average rate of speed of freight cars per hour .....	





DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	40	.....	.....	
.....	.....	56	.....	2,112	
.....	.....	60	.....	.....	

Names of the several cities and towns in which the railways operated by the Company are located: Sarnia and Point Edward.

SUMMARY OF ACCIDENTS TO PROPERTY.  
June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....						
Damage to property of municipality.....						
Damage to private property.....						
Total.....						

Total amount paid during year for damages caused by accident, \$

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers.....						
Employees.....						
Other persons .....						
Totals .....						

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: Sarnia Street Railway Company, Limited, Sarnia, Ont.

Names and business address of principal officers: President, James Flintoft, Sarnia, Ont.; Vice-President, Wm. B. Collins, Sarnia, Ont.; Treasurer, G. E. Wadland, Sarnia, Ont.; General Counsel, Hanna, LeSueur & McKinley, Sarnia, Ont.; Auditors, W. R. Paul and Henry Ingram, Sarnia, Ont.; General Manager, G. E. Wadland, Sarnia, Ont.

Name of officer and address, to whom correspondence regarding this report should be addressed: G. E. Wadland, Manager, Secretary-Treasurer, Sarnia, Ont.

Names and residence of Board of Directors: James Flintoft, Sarnia, Ont.; Wm. B. Collins, Sarnia, Ont.; Robert Mackenzie, Sarnia, Ont.; Randall Kenny, Sarnia, Ont.; Charles S. Ellis, Sarnia, Ont.; R. V. LeSueur, Sarnia, Ont.; T. H. Smallman, London, Ont.



ANNUAL REPORT OF THE  
THURLOW RAILWAY COMPANY.

FOR THE YEAR ENDING DECEMBER 31ST, 1917.

General Exhibit:

Gross earnings from operation .....	\$20,000 00	
Operating expenses .....	15,391 55	
Net earnings from operation .....		\$4,608 45
Miscellaneous Income:		
Interest . . . . .	\$2,211 10	
Total miscellaneous income .....		2,211 10
Gross income above operating expenses .....		\$6,819 55
Charges Upon Income Accrued During the Year:		
Interest on funded debt .....		
Interest and discount on unfunded debts and loans..		
Taxes, Municipal .....		
Taxes, Provincial .....	\$26 71	
Taxes, Commutation .....		
		\$26 71
Rentals of leased railways .....		
Payments to sinking and other special funds .....		
Other deductions from income .....		
Total charges and deductions from income .....		26 71
Net divisible income .....		\$6,792 84
Dividends declared.....per cent. on \$.....		
.....per cent. on .....		
Total dividends declared .....		
Surplus for the year ending December 31st, 1917 .....		\$6,792 84
Amount of surplus, December 31st, 1916 .....		62,180 21
Credits to profit and loss account during the year .....		
Total credits .....		
Debits to profit and loss account during the year .....		
Total debits .....		
Net amount credited to profit and loss .....		
Total surplus, December 31st, 1917 .....		\$68,973 05

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:

Receipts from passengers carried .....	
“ carriage of mails .....	
“ carriage of express and parcels .....	
“ carriage of freight .....	\$20,000 00
“ tolls for use of tracks by other companies .....	
“ rentals of buildings and other property .....	
“ advertising in cars .....	
“ interest on deposits .....	
Other earnings from operation .....	
Gross earnings from operation .....	\$20,000 00

Expenses of Operation:		
General Expenses:		
Salaries of general officers and clerks and attendants .....		
General office expenses and supplies .....		
Legal expenses .....		
Insurance .....		
Switching charges, if any .....		
Other general expenses .....		
Maintenance of Roadbed and Buildings:		
Repair of roadbed and track .....	\$4,196	23
Repair of electric line construction .....		
Repair of buildings .....		
Maintenance of Equipment:		
Repair of cars .....		
Repair of electric equipment of cars .....		
Repair of miscellaneous equipment .....	1,484	43
Provender and stabling .....		
Transportation Expenses:		
Cost of electric motive power, \$.....; less power sold, \$.....; net .....		
Wages and compensation of persons employed in conducting transportation .....	4,478	75
Removal of snow and ice .....		
Damages for injuries to persons and property .....		
Tolls for trackage over other railways .....		
Rentals of buildings and other property .....		
Other Transportation Expenses:		
Fuel ..	5,090	36
Material ..	141	78
Total operating expenses .....		\$15,391 55

PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

Additions to Railway:		
Extension of tracks (length.....feet) .....		
New electric line construction (length.....feet) ...		
Other additions to railway .....		
Total additions to railway .....		
Additions to Equipment:		
Additional cars (.....in number) .....		
Electric equipment of same .....		
Other additional rolling stock .....		
Other Additions to Equipment:		
1 4-wheel tank locomotive and 2 air tanks .....	\$5,874	72
Total additions to equipment .....		\$5,874 72
Additions to Land and Buildings:		
Additional land necessary for operation of railway ..		
New electric power stations, including machinery, etc. ....		
Additional equipment of power stations .....		
Other new buildings necessary for operation of railway .....		
Total additions to land and buildings .....		
Additions to other permanent property .....		
Total additions to other permanent property .....		
Total additions to property accounts .....		



Deductions from property accounts (property sold or reduced in valuation and credited to property accounts) .....	.....
Total deductions from property accounts .....	.....
Net addition to property accounts for the year .....	\$5,874 72

## GENERAL BALANCE SHEET.

## Assets:

## Cost of Railway:

Roadbed and tracks .....	\$26,723 24	
Electric line construction, including poles, wiring, feeder lines, etc. ....	.....	
Interest accrued during construction of railway .....	.....	
Engineering and other expenses incident to construction ..	.....	
Other items of railway cost .....	.....	
Total cost of railway owned .....		\$26,723 24

## Cost of Equipment:

Passenger cars and other rolling stock .....	\$31,098 76	
Electric equipment of same .....	.....	
Other items of equipment .....	.....	
Total cost of equipment owned .....		31,098 76

## Cost of Land and Buildings:

Land necessary for operation of railway .....	.....	
Electric power stations, including equipment .....	.....	
Other buildings necessary for operation of railway ...	\$1,013 40	
Total cost of land and buildings owned .....		1,013 40

## Other permanent property .....

## Total cost of other permanent property owned .....

## Total permanent investments ..... \$58,835 40

## Cash and Current Assets:

Cash ..	.....	
Bills and accounts receivable .....	\$35,137 65	
Sinking and other special funds .....	.....	
Other cash and current assets .....	.....	
Total cash and current assets .....		35,137 65

## Miscellaneous Assets:

Materials and supplies .....	.....	
Other assets and property .....	.....	
Total miscellaneous assets .....	.....	
Profit and loss balance—deficit .....	.....	
Total ..		\$93,973 05

## Liabilities:

Capital stock, common .....	\$25,000 00	
Capital stock, preferred .....	.....	
Total capital stock .....		\$25,000 00
Funded debt .....	.....	
Real estate mortgages .....	.....	

Current Liabilities:

Loans and notes payable .....	.....
Audited vouchers and accounts .....	.....
Salaries and wages .....	.....
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....
Rentals due and unpaid .....	.....
Miscellaneous current liabilities .....	.....

Total current liabilities .....

Accrued Liabilities:

Interest accrued and not yet due .....	.....
Taxes accrued and not yet due .....	.....
Rentals accrued and not yet due .....	.....
Miscellaneous accrued liabilities .....	.....

Total accrued liabilities .....

Sinking and other special funds .....

Total sinking and other special funds .....	.....
Profit and loss balance—surplus .....	68,973 05

Total .. \$93,973 05

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:

Capital stock authorized by law, common .....	\$50,000 00
Capital stock authorized by law, preferred .....	.....

Total capital stock authorized by law .. \$50,000 00

Capital stock authorized by votes of company, common .....	.....
Capital stock authorized by votes of company, preferred .....	.....

Total capital stock authorized by vote .....

Capital stock issued and outstanding, common .....	\$25,000 00
Capital stock issued and outstanding, preferred ....	.....

Total capital stock outstanding .. \$25,000 00

Amount paid in on.....shares not yet issued .....	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....

Total capital stock liability .. \$25,000 00

Number of shares issued and outstanding, common ..	.....
Number of shares issued and outstanding, preferred ..	.....

Total number of shares outstanding ....

Number of stockholders, common .....	.....
Number of stockholders, preferred .....	.....

Total number of stockholders .....

Amount of stock held, common .....	.....
Amount of stock held, preferred .....	.....

Total stock held .....



REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	
Number carried per mile of main railway track operated .....	
Number of car miles run .....	
Average number of persons employed .....	8
If the Company commenced operation during the year, give the date ..	
Average amount received from each passenger .....	
Amount of passenger earnings per mile of road .....	

Freight:	
Number of tons freight earning revenue .....	
Number of tons freight carried per mile of road .....	
Average amount received for each ton of freight .....	
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger cars per hour .....	
Average rate of speed of freight cars per hour .....	20 miles

Description of Equipment.	No. of motor cars.	Trailer cars.	Official cars.	Locomotives.	Baggage and mail express cars.	Box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with Electric heaters.
Box passenger cars.....	.....	..	..	4	....	21	....	....	16	..	..	....	....	....	....	....
Open passenger cars.....	.....	..	..	....	....	....	....	....	....	..	..	....	....	....	....	....

MISCELLANEOUS EQUIPMENT.

	Total Number.
Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses . . . . .	
Other items of equipment .....	

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line.....	2.671	.....	.....	.....	.....
“ second main track ..	.....	.....	.....	.....	.....
Total length of main track	2.671	.....	.....	.....	.....
Length of sidings, switches, etc.	2.766	.....	.....	.....	.....
Total, computed as single track	5.437	.....	.....	.....	5.437
Length of line under construction .....	.....	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED

For Year Ending December 31st, 1917.

Flour.		Grain.		Live Stock		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks
Bbbs.	Tons.	Bush.	Tons.	No.	Tons.	Ft.B.M.	Tons.	ords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
all	.....	65	.....	3,080	80-lb. rails at all our frogs and switches.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

Names of the several cities and towns in which the railways operated by the Company are located:



SUMMARY OF ACCIDENTS TO PROPERTY.  
December 31st, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property .....						
Damage to property of municipality .....						
Damage to private property.....						
Total.....						

Total amount paid during year for damages caused by accidents, \$

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured
Passengers .....						
Employees.....						
Other persons.....						
Totals.....						

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company:

Names and business address of principal officers: President, F. P. Jones; Treasurer, H. L. Doble.

Name of officer, and address, to whom correspondence regarding this report should be addressed: H. L. Doble, Secretary-Treasurer, Canada Cement Co., Ltd., Montreal, Que.

Names and residence of Board of Directors: F. P. Jones, Montreal, Que.; H. L. Doble, Montreal, Que.; C. C. Ballantyne, Montreal, Que.; G. E. Drummond, Montreal, Que.; A. C. Bedford-Jones, Montreal, Que.

ANNUAL REPORT OF THE  
TORONTO & YORK RADIAL RAILWAY COMPANY.  
FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:		
Gross earnings from operation .....	\$579,031	23
Operating expenses .....	450,968	21
Net earnings from operation .....	\$128,063	02
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Miscellaneous Income:

Advertising, \$1,300.00; rents, \$1,016.00; parks, \$2,272.88; sale of gravel, \$3,310.38; sale of power, \$22,037.24..	\$29,936 50
Total miscellaneous income .....	29,936 50
Gross income above operating expenses .....	\$157,999 52

Charges Upon Income Accrued During the Year:

Interest on funded debt .....	\$82,000 00
Interest and discount on unfunded debts and loans ..	51,599 74
Taxes, Municipal .....	\$12,376 51
Taxes, Provincial .....	1,090 35
Taxes, Commutation .....	
	13,466 86
Rentals of leased railways .....	
Payments to sinking and other special funds .....	
Other deductions from income .....	
Total charges and deductions from income .....	147,066 60
Net divisible income .....	\$10,932 92

Dividends declared.....per cent: on \$.....	
.....per cent: on .....	

Total dividends declared .....	
Surplus for the year ending June 30th, 1917 .....	\$10,932 92

Amount of surplus, June 30th .....	302,366 91
Credits to profit and loss account during the year .....	\$313,299 83
Total credits .....	

Debits to Profit and Loss Account During the Year:

Interest on right-of-way purchases written off to profit and loss .....	\$37,234 59
Total debits .....	
Net amount credited to profit and loss .....	37,234 59
Total surplus, June 30th, 1917 .....	\$276,065 24

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:

Receipts from passengers carried .....	\$503,054 12
“ carriage of mails .....	3,401 24
“ carriage of express and parcels (Mimico and Scarboro Divisions) ..	2,109 17
“ carriage of freight (Metropolitan Division) ..	70,466 70
“ tolls for use of tracks by other com- panies ..	
“ rentals of buildings and other property ..	1,016 00
“ advertising in cars .....	1,300 00
“ interest on deposits .....	
Other Earnings from Operation:	
Sale of gravel and sand .....	3,310 38
Revenue from parks .....	2,272 88
Sale of power .....	22,037 24
Gross earnings from operation .....	\$608,967 73



## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants	\$17,172 24
General office expenses and supplies .....	4,586 33
Legal expenses .....	918 18
Insurance .....	2,931 57
Switching charges, if any .....	.....

## Other General Expenses:

Store expense, \$2,841.10; advertising and attractions, \$3,436.65; miscellaneous general expenses, \$6,349.99; freight, \$20,898.09; power and light, \$3,113.20 .....	36,639 03
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## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	36,531 77
Repair of electric line construction .....	9,203 28
Repair of buildings .....	3,890 87

## Maintenance of Equipment:

Shop expenses .....	103 08
Steam and Electric plant .....	3,039 27
Repair of cars .....	26,956 11
Repair of electric equipment of cars .....	26,065 58
Repair of miscellaneous equipment .....	15,547 76
Provender and stabling .....	10,816 15

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$.....; net .....	108,403 67
Wages and compensation of persons employed in con- ducting transportation .....	124,303 76
Removal of snow and ice .....	5,112 29
Damages for injuries to persons and property .....	12,000 00
Track cleaning and sanding .....	6,747 27

Total operating expenses ..... \$450,968 21

## PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

## Additions to Railway:

Extension of tracks (length.....feet) .....	.....
New electric line construction (length.....feet) ....	\$2,515 35
Other additions to railway .....	.....

Total additions to railway ..... \$2,515 35

## Additions to Equipment:

Additional cars (.....in number) .....	.....
Electric equipment of same .....	.....
Other additional rolling stock .....	.....

## Other Additions to Equipment:

Miscellaneous equipment .....	\$3,503 91
Tools and machinery .....	127 00

Total additions to equipment ..... 3,630 91

## Additions to Land and Buildings:

Additional land necessary for operation of railway, right-of-way .....	\$2,892 09
New electric power stations, including machinery, etc. ....	.....
Additional equipment of power stations .....	.....
Real estate and buildings .....	1,933 76

Total additions to land and buildings ..... 4,825 85

## Additions to Other Permanent Property:

Office furniture .....	\$304 50
------------------------	----------

Total additions to other permanent property ..... 304 50

Total additions to property accounts ..... \$11,276 61

Deductions from property accounts (property sold or reduced in valuation and credited to property accounts):		
Credits to road and equipment account .....	\$5,659 75	
Credits to track and roadway .....	2,474 46	
Credits to power plant .....	615 00	
Credits to cars .....	2,708 86	
Credits to electrical equipment of cars .....	3,491 40	
Total deductions from property accounts .....		14,949 47
Net deduction from property accounts for the year .....		\$3,672 86

GENERAL BALANCE SHEET.

Assets:		
Cost of Railway:		
Road and equipment account .....	\$2,779,408 15	
Roadbed and tracks, including right-of-way .....	1,523,284 28	
Electric line construction, including poles, wiring, feeder lines, etc. ....	275,221 92	
Interest accrued during construction of railway .....		
Engineering and other expenses incident to construction ..	1,928 43	
Other items of railway cost .....		
Total cost of railway owned .....		\$4,579,842 78
Cost of Equipment:		
Passenger cars and other rolling stock .....	\$355,278 11	
Electric equipment of same .....	224,306 56	
Other Items of Equipment:		
Tools and machinery .....	11,407 06	
Total cost of equipment owned .....		590,991 73
Cost of Land and Buildings:		
Land necessary for operation of railway .....	\$264,890 45	
Electric power stations, including equipment .....	138,306 26	
Other buildings necessary for operation of railway ..		
Total cost of land and buildings owned .....		403,196 71
Other Permanent Property:		
Office furniture .....	\$2,251 84	
Park amusement Equipment .....	523 75	
Total cost of other permanent property owned .....		2,775 59
Total permanent investments .....		\$5,576,806 81
Cash and Current Assets:		
Cash ..	\$36,065 33	
Bills and accounts receivable .....	35,059 20	
Sinking and other special funds .....		
Other cash and current assets .....		
Total cash and current assets .....		71,124 53
Miscellaneous Assets:		
Materials and supplies .....	\$87,964 37	
Other Assets and Property:		
Uncompleted and undistributed expenditure on capital accounts ..	12,043 01	
Total miscellaneous assets .....		100,007 38
Profit and loss balance—deficit .....		
Total .....		\$5,747,938 72



## Liabilities:

Capital stock, common .....	\$2,000,000 00
Capital stock, preferred .....	
Total capital stock .....	\$2,000,000 00
Funded debt .....	1,640,000 00
Real estate mortgages .....	32,300 00

## Current Liabilities:

Loans and notes payable .....	\$1,697,793 03
Audited vouchers and accounts .....	54,453 38
Salaries and wages unclaimed .....	238 28
Dividends not called for .....	
Matured interest coupons unpaid .....	700 00
Rentals due and unpaid .....	
Miscellaneous Current Liabilities:	
Unredeemed tickets .....	3,500 00
Total current liabilities .....	1,756,684 69

## Accrued Liabilities:

Interest accrued and not yet due .....	\$20,500 00
Taxes accrued and not yet due .....	
Rentals accrued and not yet due .....	
Miscellaneous accrued liabilities .....	
Total accrued liabilities .....	20,500 00

## Sinking and Other Special Funds:

Contingent account for renewals .....	\$4,257 68
Injuries and damages, insurance fund .....	18,131 11
Total sinking and other special funds .....	22,388 79
Profit and loss balance—surplus .....	276,065 24
Total .....	\$5,747,938 72

## CAPITAL STOCK—REAL ESTATE MORTGAGES.

## Capital Stock:

Capital stock authorized by law, common .....	\$2,000,000 00
Capital stock authorized by law, preferred .....	
Total capital stock authorized by law .....	\$2,000,000 00
Capital stock authorized by votes of company, common .....	
Capital stock authorized by votes of company, preferred .....	
Total capital stock authorized by vote .....	
Capital stock issued and outstanding, common .....	\$2,000,000 00
Capital stock issued and outstanding, preferred .....	
Total capital stock outstanding .....	
Amount paid in on .....shares not yet issued .....	
Amount paid in on stock to be exchanged .....	
Scrip convertible into stock .....	
Other paid stock liability .....	
Total capital stock liability .....	
Number of shares issued and outstanding, common .....	20,000
Number of shares issued and outstanding, preferred .....	
Total number of shares outstanding ....	20,000

Number of stockholders, common .....	.....
Number of stockholders, preferred .....	.....
Total number of stockholders .....	1
Amount of stock held, common .....	.....
Amount of stock held, preferred .....	.....
Total stock held .....	.....

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
			\$ c.	\$ c.
Haig property, North Toronto .....	6%	.....	6,700 00	402 00
Scarboro Heights Park.....	6%	.....	6,000 00	360 00
14 Woodlawn Ave.....	6%	.....	3,200 00	192 00
Wood property, Mimico Division.....	5%	.....	16,400 00	902 00
.....	.....	.....	.....	.....
Totals.....	.....	.....	32,300 00	1,856 00

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	6,688,327
Number carried per mile of main railway track operated .....	81,565
Number of car miles run .....	1,696,145.63
Average number of persons employed .....	390
If the Company commenced operation during the year, give the date ..	
Average amount received from each passenger .....	
Amount of passenger earnings per mile of road (82 miles) .....	\$61,348.06
Freight:	
Number of tons freight earning revenue (Metropolitan Division only) .....	47,409
Number of tons freight carried per mile of road (Metropolitan Division only, 59.18 miles) .....	801.09
Average amount received for each ton of freight .....	\$1 47
Average receipts per ton of freight per mile of track (Metropolitan Division only) .....	11.90c.
Average rate of speed of passenger cars per hour .....	20 miles
Average rate of speed of freight cars per hour .....	15 miles

Description of Equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Box passenger cars .....	52	..	1	1	10	....	....	10	....	..	12	4	....	....	....	....
Open passenger cars .....	4	..	..	....	....	....	....	....	....	..	..	....	....	....	....	....

MISCELLANEOUS EQUIPMENT.

Barges and omnibuses .....	Total Number.
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses . . . . .	



## Other Items of Equipment:

Cartage wagons and sleighs .....	7
Motor trucks .....	5
Automobiles . . . . .	2

## DESCRIPTION OF RAILWAY OWNED AND OPERATED.

## RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line.....	72.17	.....	.....	72.17	72.17
“ second main track..	.....	.....	.....	.....	.....
Total length of main track	72.17	.....	.....	72.17	72.17
Length of sidings, switches, etc.	9.83	.....	.....	9.83	9.83
Total, computed as single track	82.00	.....	.....	82.00	82.00
Length of line under construc- tion .....	.....	.....	.....	.....	.....

## DESCRIPTION OF FREIGHT CARRIED

For Year Ending June 30th, 1917.

Flour.		Grain.		LiveStock		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft.B.M.	Tons.	Cords.	Tons.			
.....	1,009	.....	1,368	.....	590	.....	8,069	.....	4,056	32,317	47,409	.....

## DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel	Iron.	Steel.	Iron.		
Tee	.....	56-60-80	.....	2,700	.....

Names of the several cities and towns in which the railways operated by the Company are located: Toronto, Thornhill, Richmond Hill, Aurora, Newmarket, Queensville, Keswick, Jackson's Pt., Sutton, New Toronto, Mimico, Port Credit, Scarboro, West Hill.

SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....	.....	.....	.....	.....	.....	.....
Damage to property of Municipality.....	.....	.....	.....	.....	.....	.....
Damage to private property.....	.....	.....	.....	.....	.....	.....
Total.....	.....	.....	.....	.....	.....	.....

Total amount paid during the year for damages, caused by accidents, \$ .....

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	2	.....	1	.....	3
Employees .....	.....	.....	.....	3	.....	.....
Other persons .....	.....	.....	2	.....	2	3
Totals .....	.....	2	2	4	2	6

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: Toronto & York Radial Railway Company, 82 King St. East, Toronto.

Names and business address of principal officers: President, Sir Wm. Mackenzie, Toronto; Vice-President, Frederic Nicholls, Toronto; Secretary-Treasurer, J. C. Grace; General Counsel, Aylesworth, Wright, Moss & Thompson; Auditor, J. M. Smith; General Manager, W. H. Moore; Superintendent, C. W. Mott.

Name of officer, and address, to whom correspondence regarding this report should be addressed: Chas. L. Wilson, Asst. Manager, 82 King St. East.

Names and residence of Board of Directors: Sir Wm. Mackenzie, Toronto; Frederic Nicholls, Toronto; James Gunn, Toronto; J. C. Grace, Toronto; Sir Henry Pellatt, C.V.O., Toronto.

ANNUAL REPORT OF THE  
TORONTO CIVIC RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:		
Gross earnings from operation .....	\$249,505	92
Operating expenses .....	216,516	72
Net earnings from operation .....	\$32,989	20



Miscellaneous income .....		
Total miscellaneous income .....		
Gross income above operating expenses .....		\$32,989 20
Charges Upon Income Accrued During the Year:		
Interest on funded debt .....	\$87,239 26	
Interest and discount on unfunded debts and loans.. ..		
Taxes, Municipal .....		
Taxes, Provincial .....		
Taxes, Commutation .....		
Rentals of leased railways .....		
Payments to Sinking and Other Special Funds:		
Sinking funds .....	\$60,737 03	
Other Deductions from Income:		
Unredeemed tickets .....	3,005 76	
Total charges and deductions from income .....		150,982 05
Net loss .....		\$117,992 85
Dividends declared.....per cent. on \$ .....		
.....per cent. on .....		
Total dividends declared .....		
Deficit for the year ending June 30th .....		\$117,992 85
*Amount of surplus or deficit, June 30th .....		
Credits to profit and loss account during the year .....		
Total credits .....		
Debits to profit and loss account during the year .....		
Total debits .....		
Net amount credited to profit and loss .....		
Total surplus or deficit, June 30th .....		

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:		
Receipts from passengers carried .....	\$248,389 92	
“ carriage of mails .....		
“ carriage of express and parcels .....		
“ carriage of freight .....		
“ tolls for use of tracks by other companies .....		
“ rentals of buildings and other property ..		
“ advertising in cars .....	1,116 00	
“ interest on deposits .....		
Other earnings from operation .....		
Gross earnings from operation .....		\$249,505 92
Expenses of Operation:		
General Expenses:		
Salaries of general officers and clerks and attendants	\$9,195 44	
General office expenses and supplies .....	3,047 65	
Legal expenses .....		
Insurance . . . . .	2,034 86	
Switching charges, if any .....		
Other general expenses .....	2,574 19	

\*Merged in city's general account—city's fiscal year properly closed December 31st, 1917.

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Maintenance of Roadbed and Buildings:		
Repair of roadbed and track .....	3,833	26
Repair of electric line construction .....	804	45
Repair of buildings .....	851	00
Maintenance of Equipment:		
Repair of cars .....	12,947	58
Repair of electric equipment of cars .....	3,079	18
Repair of miscellaneous equipment .....	473	97
Provender and stabling .....	1,377	92
Transportation Expenses:		
Cost of electric motive power, \$.....; less power sold, \$.....; net .....	57,780	27
Wages and compensation of persons employed in con- ducting transportation .....	111,210	65
Removal of snow and ice .....	254	85
Damages for injuries to persons and property .....	279	91
Tolls for trackage over other railways .....		
Rentals of buildings and other property .....		
Other transportation expenses .....	6,771	54
Total operating expenses .....	\$216,516	72

PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

Additions to Railway:		
Extension of tracks (length.....feet) .....	\$80,667	81
New electric line construction (length.....feet) ...	5,060	35
Other additions to railway .....		
Total additions to railway .....	\$85,728	16
Additions to Equipment:		
Additional cars (.....in number) .....	\$19,610	37
Electric equipment of same .....	2,464	05
Other additional rolling stock .....		
Other Additions to Equipment:		
Miscellaneous .....	344	22
Total additions to equipment .....	22,418	64
Additions to Land and Buildings:		
Additional land necessary for operation of railway ..		
New electric power stations, including machinery, etc.		
Additional equipment of power stations .....		
Other new buildings necessary for operation of railway	\$119,206	98
Total additions to land and buildings .....	119,206	98
Additions to Other Permanent Property:		
Acquisition of Mimico and Scarboro car lines which have not come under the operation of our civic railway system .....	\$52,563	03
Total additions to other permanent property .....	52,563	03
Total additions to property accounts .....	\$279,916	81
Deductions from property accounts (property sold or reduced in valuation and credited to property accounts):		
Material sold .....	\$2,588	38
Total deductions from property accounts .....	2,588	38
Net addition to property accounts for the year .....	\$277,328	43



## GENERAL BALANCE SHEET.

## Assets:

## Cost of Railway:

Roadbed and tracks .....	\$931,921 36
Electric line construction, including poles, wiring, feeder lines, etc. ....	100,077 05
Interest accrued during construction of railway ....	86,432 23
Engineering and other expenses incident to construc- tion . . . . .	.....
Other items of railway cost .....	1,690 00

Total cost of railway owned .....\$1,120,120 64

## Cost of Equipment:

Passenger cars and other rolling stock .....	\$181,259 46
Electric equipment of same .....	95,736 43

## Other Items of Equipment:

Plant and tools .....	60,222 91
Miscellaneous . . . . .	2,654 55

Total cost of equipment owned ..... 339,873 35

## Cost of Land and Buildings:

Land necessary for operation of railway .....	.....
Electric power stations, including equipment .....	.....
Other buildings necessary for operation of railway ..	.....

Total cost of land and buildings owned ..... 301,403 73

Other permanent property ..... ..

Total cost of other permanent property owned ..... ..

Total permanent investments .....\$1,761,397 72

## Cash and Current Assets:

Cash . . . . .	.....
Bills and accounts receivable .....	.....
Sinking and other special funds .....	\$281,440 89
Other cash and current assets .....	.....

Total cash and current assets ..... 281,440 89

## Miscellaneous Assets:

Materials and supplies .....	\$28,253 84
------------------------------	-------------

## Other Assets and Property:

Not operated .....	.....
Mimico and Scarboro .....	143,312 75

Total miscellaneous assets ..... 171,566 59

Profit and loss balance—deficit ..... ..

Total . . . . . \$2,214,405 20

## Liabilities:

Capital stock, common .....	.....
Capital stock, preferred .....	.....

Total capital stock ..... ..

Funded debt .....\$2,082,737 00

Real estate mortgages ..... ..

## Current Liabilities:

Loans and notes payable .....	.....
Audited vouchers and accounts .....	\$24,872 51
Salaries and wages .....	.....
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....
Rentals due and unpaid .....	.....

Miscellaneous Current Liabilities:	
Due to City Treasurer's Dept. ....	103,789 93
Unredeemed tickets .....	3,005 76
<hr/>	
Total current liabilities .....	131,668 20
Accrued Liabilities:	
Interest accrued and not yet due .....	.....
Taxes accrued and not yet due .....	.....
Rentals accrued and not yet due .....	.....
Miscellaneous accrued liabilities .....	.....
<hr/>	
Total accrued liabilities .....	.....
Sinking and other special funds .....	
<hr/>	
Total sinking and other special funds .....	.....
Profit and loss balance—surplus .....	.....
<hr/>	
Total .....	\$2,214,405 20

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:	
Capital stock authorized by law, common .....	.....
Capital stock authorized by law, preferred .....	.....
<hr/>	
Total capital stock authorized by law .....	.....
Capital stock authorized by votes of company, common .....	.....
Capital stock authorized by votes of company, preferred .....	.....
<hr/>	
Total capital stock authorized by vote .....	.....
Capital stock issued and outstanding, common .....	.....
Capital stock issued and outstanding, preferred .....	.....
<hr/>	
Total capital stock outstanding .....	.....
Amount paid in on.....shares not yet issued .....	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....
<hr/>	
Total capital stock liability .....	.....
Number of shares issued and outstanding,	
common .....	.....
Number of shares issued and outstanding,	
preferred .....	.....
<hr/>	
Total number of shares outstanding .....	.....
Number of stockholders, common .....	.....
Number of stockholders, preferred .....	.....
<hr/>	
Total number of stockholders .....	.....
Amount of stock held, common .....	.....
Amount of stock held, preferred .....	.....
<hr/>	
Total stock held .....	.....



REAL ESTATE MORTGAGES.

Description of Mortgaged Property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals .....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:	
Number of passengers paying revenue carried during the year .....	14,696,841
Number carried per mile of main railway track operated .....	753,684
Number of car miles run .....	1,334,650
Average number of persons employed .....	150
If the Company commenced operation during the year, give the date..	
Average amount received from each passenger .....	1.69c.
Amount of passenger earnings per mile of road .....	18.61c.

Freight:	
Number of tons freight earning revenue .....	
Number of tons freight carried per mile of road .....	
Average amount received for each ton of freight .....	
Average receipts per ton of freight per mile .....	
Average rate of speed of passenger cars per hour .....	
Average rate of speed of freight cars per hour .....	

Description of equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Box passengers cars .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	32	32	....
Open passenger cars .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

MISCELLANEOUS EQUIPMENT.

	Total Number.
Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock .....	
Other Highway Vehicles:	
Auto trucks .....	2
Dray . . . . .	1
Horses . . . . .	1
Other Items of Equipment:	
Overhead wagons .....	2

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line.....	9.757	.....	.....	.....	.....
"    second main track	9.757	.....	.....	.....	.....
Total length of main track	19.514	.....	.....	.....	.....
Length of sidings, switches, etc.	1.036	.....	.....	.....	.....
Total, computed as single track	20.550	.....	.....	.....	20.550
Length of line under construction .....	.493	.....	.....	.....	.....

DESCRIPTION OF FREIGHT CARRIED

For Year Ending June 30th, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft. B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	80	.....	1,760	Lorrain Sec., 80-835 7 in. T rail.
.....	.....	90	.....	2,640	"    90-392 7 in. Girder rail.
.....	.....	122	.....	2,640	"    122-467 7 in.    "    "

Names of the several cities and towns in which the railways operated by the Company are located: City of Toronto, outside city limits of 1891.



SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property .....						13
Damage to property of Municipality .....						
Damage to private property .	1	10				17
Totals.....	1	10				30

Total amount paid during the year for damages caused by accidents, \$ ....

ACCIDENTS TO PERSONS.

Killed and injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....				8		8
Employees.....						
Other persons.....				10		10
Totals.....				18		18

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: Corporation of the City of Toronto, Toronto Civic Railway, City Hall, Toronto.

Name and business address of principal officer: General Manager, R. C. Harris.

Name of officer, and address, to whom correspondence regarding this report should be addressed: R. C. Harris, Commissioner of Works, City Hall.

ANNUAL REPORT OF THE  
TORONTO RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:

Gross earnings from operation .....	\$6,081,604 84
Operating expenses/ .....	3,433,846 22
Net earnings from operation .....	\$2,647,758 62
Miscellaneous Income:	
Interest on \$1,500,000.00 short term notes paid by Toronto Power Co. ....	\$90,000 00
Total miscellaneous income .....	90,000 00
Gross income above operating expenses .....	\$2,737,758 62

Charges Upon Income Accrued During the Year:

Interest on funded debt .....	\$145,046 96
Interest on \$1,500,000.00 short term notes .....	90,000 00
Interest and discount on unfunded debts and loans ...	.....
Taxes, Municipal .....	\$111,765 21
Taxes, Provincial .....	18,784 21
Taxes, Commutation .....	.....
	<u>130,549 42</u>

Rentals of leased railways ..... ..

Payments to Sinking and Other Special Funds:

Suspense reserves .....	\$30,000 00
Injuries and damages insurance fund, in- cluded in operating expenses .....	89,445 08

Other Deductions from Income:

Percentage paid to city .....	\$911,881 10
Pavement charges .....	98,418 40
Sundries . . . . .	6,000 00
	<u>1,016,299 50</u>

Total charges and deductions from income .....\$1,381,895 88

Net divisible income .....\$1,355,862 74

Dividends declared, 8 per cent. on \$12,000,000.00 ..... \$960,000 00  
.....per cent. on ..... ..

Total dividends declared ..... 960,000 00

Surplus for the year ending June 30th, 1917 ..... \$395,862 74  
Amount of surplus, June 30th, 1916 ..... 5,232,032 49  
Credits to profit and loss account during the year ..... ..

Total credits ..... ..

Debits to profit and loss account during the year ..... ..

Total debits ..... ..  
Net amount credited to profit and loss ..... ..

Total surplus, June 30th, 1917 .....\$5,627,895 23

EARNINGS AND EXPENSES OF OPERATION.

Earnings from Operation:

Receipts from passengers carried .....	\$5,989,881 95
“ carriage of mails .....	.....
“ carriage of express and parcels .....	.....
“ carriage of freight .....	.....
“ tolls for use of tracks by other com- panies . . . . .	.....
“ rentals of buildings and other property .....	3,965 95
“ advertising in cars .....	25,000 00
“ interest on deposits .....	.....

Other Earnings from Operation:

Street sprinkling .....	3,527 16
Interest and discount and sundry .....	59,229 78

Gross earnings from operation .....\$6,081,604 84

Expenses of Operation:

General Expenses:

Salaries of general officers and clerks and attendants. ..	\$118,365 69
General office expenses and supplies .....	58,081 02
Legal expenses .....	15,986 30
Insurance . . . . .	48,694 62
Switching charges, if any .....	.....



## Other General Expenses:

Store expenses .....	13,372 63
Advertising and attractions .....	11,857 32
Street sprinkling operation .....	1,923 48

## Maintenance of Roadbed and Buildings:

Superintendent of way and structures .....	10,225 47
Repair of roadbed and track .....	64,964 30
Repair of electric line construction .....	42,464 27
Repair of buildings .....	11,369 24

## Maintenance of Equipment:

Superintendent of equipment .....	28,723 52
Steam and electrical plant .....	4,451 43
Repair of cars .....	156,882 90
Repair of electric equipment of cars .....	129,014 56
Repair of miscellaneous equipment .....	37,577 67
Provender and stabling .....	5,659 82
Shop expenses .....	31,188 28

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$.....; net .....	771,841 53
Wages and compensation of persons employed in con- ducting transportation .....	1,733,565 72
Removal of snow and ice .....	6,825 93
Damages for injuries to persons and property .....	89,445 08
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	.....

## Other Transportation Expenses:

Clearing and sanding track .....	5,694 53
Air compressors .....	5,670 91
Suspense, miscellaneous .....	30,000 00

Total operating expenses .....\$3,433,846 22

## PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

## Additions to Railway:

Extension of tracks (length.....feet) .....	\$38,574 59
New electric line construction (length.....feet) ....	30,161 83

## Other Additions to Railway.

Underground conduit, etc. ....	11,260 52
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Total additions to railway ..... \$79,996 94

## Additions to Equipment:

Additional cars (.....in number) .....	\$89,866 43
Electric equipment of same .....	49,119 07
Other additional rolling stock .....	.....
Other additions to equipment .....	.....

Total additions to equipment ..... 138,985 50

## Additions to Land and Buildings:

Additional land necessary for operation of railway ...	.....
New electric power stations, including machinery, etc.	\$20,143 08
Additional equipment of power stations .....	.....
Other new buildings necessary for operation of railway	418 54

Total additions to land and buildings ..... 20,561 62

## Additions to Other Permanent Property:

Office furniture .....	\$417 50
Tools and machinery .....	598 50

Total additions to other permanent property ..... 1,016 00

Total additions to property accounts ..... \$240,560 06





## Current Liabilities:

Loans and notes payable .....	\$671,249 39
Audited vouchers and accounts .....	.....
Salaries and wages .....	.....
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....
Rentals due and unpaid .....	.....
Miscellaneous current liabilities .....	240,000 00
Outstanding tickets .....	191,927 02

Total current liabilities ..... 1,103,176 41

## Accrued Liabilities:

Interest accrued and not yet due .....	\$47,311 43
Taxes accrued and not yet due .....	.....
Rentals accrued and not yet due .....	.....

## Miscellaneous Accrued Liabilities:

Interest undistributed .....	26,759 45
------------------------------	-----------

Total accrued liabilities ..... 74,070 88

## Sinking and Other Special Funds:

Injuries and Damages Insurance Fund .....	\$283,473 22
Provision for renewals .....	289,513 48
Suspense reserve .....	10,000 00

Total sinking and other special funds ..... 582,986 70  
 Profit and loss balance—surplus ..... 5,627,895 23

Total . . . . . \$24,142,762 56

## CAPITAL STOCK—REAL ESTATE MORTGAGES.

## Capital Stock:

Capital stock authorized by law, common .....	\$15,000,000 00
Capital stock authorized by law, preferred .....	.....

Total capital stock authorized by law ..... \$15,000,000 00

Capital stock authorized by votes of company, common . . . . .	.....
Capital stock authorized by votes of company, preferred . . . . .	.....

Total capital stock authorized by vote ..... 15,000,000 00

Capital stock issued and outstanding, common ..... 12,000,000 00  
 Capital stock issued and outstanding, preferred .....

Total capital stock outstanding ..... \$12,000,000 00

Amount paid in on.....shares not yet issued ...	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....

Total capital stock liability ..... \$12,000,000 00

Number of shares issued and outstanding, common . . . . .	120,000
Number of shares issued and outstanding, preferred . . . . .	.....

Total number of shares outstanding . 120,000

Number of stockholders, common .....	.....
Number of stockholders, preferred .....	.....

Total number of stockholders ..... 3,050

Amount of stock held, common .....  
Amount of stock held, preferred .....

Total stock held .....

REAL ESTATE MORTGAGES.

Description of mortgaged property.	Rate of interest.	Mortgage when due.	Amount.	Interest paid during the year.
Toronto Ry. Chambers, N.W. corner of King and Church Sts.....	6%	1st Apl., 1920	\$ c. 70,000 00	\$ c. 4,200 00
Totals.....			70,000 00	4,200 00

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:

Number of passengers paying revenue carried during the year ..... 152,782,659  
Number carried per mile of main railway track operated .....  
Number of car miles run ..... 20,585,398  
Average number of persons employed .....  
If the Company commenced operation during the year, give the date..  
Average amount received from each passenger ..... 3.92c.  
Amount of passenger earnings per mile of road .....

Freight:

Number of tons freight earning revenue .....  
Number of tons freight carried per mile of road .....  
Average amount received for each ton of freight .....  
Average receipts per ton of freight per mile .....  
Average rate of speed of passenger cars per hour ..... 9.04 miles  
Average rate of speed of freight cars per hour .....

Description of equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers.	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Convertible.....	496	33	..	....	....	....	....	..	..	..	..	..	..	..	..	..
Box passenger cars.....	215	21	1	....	....	....	....	9	1	..	..	..	13	718	765	....
Open passenger cars.....	88	43	..	....	....	....	....	..	..	..	..	..	..	..	..	..
	799	97	..	....	....	....	....	..	..	..	..	..	..	..	..	..

MISCELLANEOUS EQUIPMENT.

Barges and omnibuses ..... Total Number.  
Carts and Snow Sleds: .....  
    1 sleigh, 6 carts ..... 7  
Other Railway Rolling Stock: .....  
    5 sprinklers, 2 auxiliary cars, 1 shunter, 1 air compressor car, 1 fare box car, 1 test car, 2 bonding cars ..... 13  
Other Highway Vehicles: .....  
    3 motor overhead wagons, 1 electric wagon, 3 trouble auto trucks, 3 motor cycles ..... 10  
Horses .....  
Other items of equipment .....



DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway Owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line (single).....	60.693	.....	.453	.....	61.146
" second main track (single)...	58.356	.....	.453	.....	58.809
Total length of main track (single).	119.049	.....	.906	.....	119.955
Length of sidings, switches, etc.....	8.388	.....	.....	.....	8.388
Total, computed as single track .....	127.437	.....	.....	.....	128.343
Length of line under construction .....	Queen and McLean to Neville Park Boulevard.				

DESCRIPTION OF FREIGHT CARRIED

For Year Ending June 30th, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other Articles	Total tonnage.	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft., B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per Yard.		No. of ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
miles.					
6.087	.....	108lbs. GG.	.....	2,640	43.655 miles on ties, on gravel or crushed stone.
3.181	.....	88 " GG.	.....	1,760	41.946 " on concrete.
55.079	.....	90 " G.	.....	2,136	11.626 " on concrete with cedar blocks.
11.024	.....	80 " T.	.....	1,964	21.821 " steel ties and blocks on concrete.
24.159	.....	73 " G.	.....	1,574	8.389 " on ties on various sub-structures.
19.432	.....	73 " T.	.....	786	
6.323	.....	69 " G.	.....	1,597	
1.242	.....	65 " T.	.....	794	
.456	.....	60 " G.	.....	2,112	
1.106	.....	60 " T.	.....	352	
.348	.....	56 " T.	.....	2,112	
127.437	.....	.....	.....	.....	127.437 miles.

Names of the several cities and towns in which the railways operated by the Company are located: City of Toronto.

SUMMARY OF ACCIDENTS TO PROPERTY.  
June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property.....	9	478	18	790	48	2,380
Damage to property of Municipality.....	5	16	.....	.....	.....	4
Damage to private property..	96	485	24	106	127	542
Total.....	110	979	42	896	175	2,926

Total amount paid during year for damages caused by accidents,

ACCIDENTS TO PERSONS.

Killed and Injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	171	4	595	4	766
Employees .....	.....	82	2	129	2	211
Other persons .....	.....	134	6	247	6	381
Totals .....	.....	387	12	971	12	1,358

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: The Toronto Railway Company, King and Church Streets, Toronto.

Names and business address of principal officers: President, Sir Wm. Mackenzie, 1 Toronto St., Toronto; Vice-President, Lieut.-Col. Frederic Nicholls, King and Simcoe Sts., Toronto; Treasurer, James C. Grace, King and Church Sts., Toronto; General Counsel, McCarthy & McCarthy, Canada Life Building, Toronto; Auditor, John M. Smith, Excelsior Life Building, Toronto; General Manager, Robert J. Fleming, King and Church Sts., Toronto; Superintendent, Jas. Gunn, King and Church Sts., Toronto.

Name of officer, and address, to whom correspondence regarding this report should be addressed: R. J. Fleming, General Manager, Toronto.

Names and residence of Board of Directors: Sir Wm. Mackenzie, Toronto; Frederic Nicholls, Toronto; Sir H. M. Pellatt, Toronto; Edward R. Wood, Toronto; Sir Rodolphe Forget, Montreal; Frank W. Ross, Quebec; J. H. Smithers, Montreal.

ANNUAL REPORT OF THE  
TORONTO SUBURBAN RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

General Exhibit:	
Gross earnings from operation .....	\$173,462 97
Operating expenses .....	104,406 02
Net earnings from operation .....	\$69,056 95



## Miscellaneous Income:

Sale of power, electric current .....	\$32,509 53	
Rent of equipment .....	1,345 00	
Park and athletic field .....	79 00	
Interest and discount .....	6 93	
Interest on deposits .....	1,777 77	
		<u>\$35,718 23</u>

Total miscellaneous income ..... 35,718 23

Gross income above operating expenses ..... \$104,775 18

## Charges Upon Income Accrued During the Year:

Interest on funded debt .....	\$29,999 72	
Interest and discount on unfunded debts and loans ..	6,255 83	
Taxes, Municipal .....	\$2,176 91	
Taxes, Provincial .....		
Taxes, Commutation .....		
		<u>2,176 91</u>

## Payments to Sinking and Other Special Funds:

Interest on power account to 30th June, 1916 . . . . .	\$11,211 92	
Power plant and wages supplies, to 30th June, 1916 .....	4,522 33	
Legal expenses, 1915 .....	400 00	
		<u>16,134 25</u>

## Other Deductions from Income:

Bad and doubtful debts reserve .....	\$560 00	
Miscellaneous . . . . .	451 48	
Light and power expense, \$16,037.72; park expense, \$71.17; bad debts, \$161.46 ..	16,270 35	
Fees and expenses of trustees for bondholders . . . . .	1,950 05	
Sterling exchange, \$597.17; loss on realization of equipment, \$843.50 .....	1,440 67	
		<u>20,672 55</u>

Total charges and deductions from income ..... 75,239 26

Net divisible income ..... \$29,535 92

Dividends declared.....per cent. on \$.....  
.....per cent. on .....

Total dividends declared .....

Surplus or deficit for the year ending June 30th, 1917 ..... \$29,535 92

Amount of surplus, June 30th, 1916 ..... 45,281 78

Credits to profit and loss account during the year .....

Total credits .....

Debits to profit and loss account during the year .....

Total debits .....

Net amount credited to profit and loss .....

Total surplus, June 30th, 1917 ..... \$74,817 70

## EARNINGS AND EXPENSES OF OPERATION.

## Earnings from Operation:

Receipts from passengers carried .....	\$168,985 15
“ carriage of mails .....	100 00
“ carriage of express and parcels .....	1,894 02
“ carriage of freight .....	1,076 43
“ tolls for use of tracks by other com- panies .....	.....
“ rentals of buildings and other property .....	1,345 00
“ advertising in cars .....	507 25
“ Interest on deposits .....	.....

## Other Earnings from Operation:

Sale of scrap .....	990 12
---------------------	--------

Gross earnings from operation ..... \$174,807 97

## Expenses of Operation:

## General Expenses:

Salaries of general officers and clerks and attendants .....	\$6,720 12
General office expenses and supplies .....	971 47
Legal expenses .....	2,210 22
Insurance .....	7,942 98
Switching charges, if any .....	.....

## Other General Expenses:

Advertising, \$481.41; miscellaneous general expenses, \$2,002.90 .....	2,484 31
Miscellaneous shop expenses .....	444 42

## Maintenance of Roadbed and Buildings:

Repair of roadbed and track .....	10,721 01
Repair of electric line construction .....	2,786 61
Repair of buildings .....	181 84

## Maintenance of Equipment:

Repair of cars .....	2,896 35
Repair of electric equipment of cars .....	1,732 91
Repair of miscellaneous equipment .....	26 65
Provender and stabling .....	429 90

## Transportation Expenses:

Cost of electric motive power, \$.....; less power sold, \$.....; net .....	14,667 96
Wages and compensation of persons employed in con- ducting transportation .....	40,124 70
Removal of snow and ice .....	1,458 03
Damages for injuries to persons and property .....	184 45
Tolls for trackage over other railways .....	.....
Rentals of buildings and other property .....	1,018 40

## Other Transportation Expenses:

Power plant wages, \$1,572.63; miscellaneous supplies and expenses of power plant, \$1,311.72 .....	2,884 35
Car service supplies, \$2,155.70; miscellaneous car ser- vice expenses, \$534.38; cleaning and sanding track, \$1,642.09; store expenses, \$187.17 .....	4,519 34

Total operating expenses ..... \$104,406 02

## PROPERTY ACCOUNTS—ADDITIONS AND DEDUCTIONS DURING THE YEAR.

## Additions to Railway:

Extension of tracks (length.....feet), Betterment account .....	\$75 00
New electric line construction (length.....feet) ....	57 12
Other additions to railway .....	.....

Total additions to railway .....



Additions to Equipment:		
Additional cars (3 in number)	\$14,063 67	
Electric equipment of same	824 51	
Other additional rolling stock—1 work car	2,786 34	
Other Additions to Equipment:		
In suspense	14,785 51	
Total additions to equipment		
Additions to Land and Buildings:		
Additional land necessary for operation of railway		
New electric power stations, including machinery, etc.	\$23,053 68	
Additional equipment of power stations		
Other new buildings necessary for operation of railway	73 63	
Total additions to land and buildings		
Additions to Other Permanent Property:		
Shop machinery	\$284 25	
Tools	125 00	
Total additions to other permanent property		
Total additions to property accounts		\$56,128 71
Deductions from property accounts (property sold or reduced in valuation and credited to property accounts):		
Miscellaneous equipment, horses, harness, etc.	\$505 50	
A. C. line construction	435 74	
General office buildings	539 13	
Bridges, trestles and culverts	164 21	
Buildings and structures	14 90	
Total deductions from property accounts		1,659 48
Net addition to property accounts for the year		\$54,469 23

GENERAL BALANCE SHEET.

Assets:		
Cost of Railway:		
Roadbed and tracks		
Electric line construction, including poles, wiring, feeder lines, etc.		
Interest accrued during construction of railway		
Engineering and other expenses incident to construction		
Other items of railway cost		
Total cost of railway owned		
Cost of Equipment:		
Passenger cars and other rolling stock		
Electric equipment of same		
Other items of equipment		
Total cost of equipment owned		
Cost of Land and Buildings:		
Land necessary for operation of railway		
Electric power stations, including equipment		
Other buildings necessary for operation of railway		
Total cost of land and buildings owned		
Other permanent property		
Total cost of other permanent property owned		
Total permanent investments		\$422,212 06

NOTE.—As this company was taken over as a going concern the cost of same at time of construction is not known, but is estimated only. To this estimate should be added loss in operation and interest charges unpaid, the amount of which has not been definitely obtained.

## Cash and Current Assets:

Cash .....	\$12,835 28
Bills and accounts receivable .....	8,767 75
Sinking and other special funds .....	.....

## Other Cash and Current Assets:

Discount on, and expenses of, bond issue .....	241,968 19
--	------------

Total cash and current assets ..... 263,571 22

## Miscellaneous Assets:

Materials and supplies .....	\$20,883 27
------------------------------	-------------

## Other Assets and Property.

New construction contract .....	3,853,902 58
Prepaid accounts .....	2,607 23

Total miscellaneous assets ..... 3,877,393 08

Profit and loss balance—deficit .....

Total .. 4,563,176 36

## Liabilities:

Capital stock, common .....	\$1,500,000 00
Capital stock, preferred .....	.....

Total capital stock ..... \$1,500,000 00

Funded debt ..... 2,628,000 00

Real estate mortgages .....

## Current Liabilities:

Loans and notes payable .....	\$306,102 03
Audited vouchers and accounts .....	.....
Salaries and wages .....	.....
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....
Rentals due and unpaid .....	.....
Miscellaneous current liabilities .....	.....

Total current liabilities ..... 306,102 03

## Accrued Liabilities:

Interest accrued and not yet due .....	\$54,256 63
Taxes accrued and not yet due .....	.....
Rentals accrued and not yet due .....	.....
Miscellaneous accrued liabilities .....	.....

Total accrued liabilities ..... 54,256 63

Sinking and other special funds .....

Total sinking and other special funds .....

Profit and loss balance—surplus ..... 74,817 70

Total .. \$4,563,176 36

## CAPITAL STOCK—REAL ESTATE MORTGAGES.

## Capital Stock:

Capital stock authorized by law, common .....	\$3,000,000 00
Capital stock authorized by law, preferred .....	.....

Total capital stock authorized by law ..... \$3,000,000 00

Capital stock authorized by votes of company, common .....	.....
Capital stock authorized by votes of company, preferred .....	.....

Total capital stock authorized by vote ..... \$3,000,000 00

Capital stock issued and outstanding, common ..... \$1,500,000 00

Capital stock issued and outstanding, preferred .....

Total capital stock outstanding ..... \$1,500,000 00



Amount paid in on.....shares not yet issued .....	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....
Total capital stock liability .....	1,500,000 00
Number of shares issued and outstanding, common .....	15,000
Number of shares issued and outstanding, preferred .....	.....
Total number of shares outstanding .....	.....
Number of stockholders, common .....	.....
Number of stockholders, preferred .....	.....
Total number of stockholders .....	.....
Amount of stock held, common .....	.....
Amount of stock held, preferred .....	.....
Total stock held .....	.....

REAL ESTATE MORTGAGES.

Description of Mortgaged Property.	Rate of interest.	Mortgage when due.	Amount.	Interest piad during the year.
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
Totals.....	.....	.....	.....	.....

VOLUME OF TRAFFIC—EQUIPMENT, ETC.

Volume of Traffic, Etc.:		
Number of passengers paying revenue carried during the year .....		3,534,616
Number carried per mile of main railway track operated .....		186,032
Number of car miles run .....		489,546
Average number of persons employed .....		97
If the Company commenced operation during the year, give the date..		
Average amount received from each passenger .....	0.47c.	
Amount of passenger earnings per mile of road .....		\$8,889 21
Freight:		
Number of tons freight earning revenue .....	} Do not handle freight.	
Number of tons freight carried per mile of road .....		
Average amount received for each ton of freight .....		
Average receipts per ton of freight per mile .....		
Average rate of speed of passenger cars per hour .....		9 miles
Average rate of speed of freight cars per hour .....		

Description of equipment.	No. of motor cars.	Trailer cars.	Official cars.	Electric locomotives.	Baggage and mail express cars.	Cattle and box cars.	Refrigerator cars.	Platform cars.	Coal and dump cars.	Conductors' vans.	Tool cars.	Snow plows.	Snow sweepers,	Equipped with fenders.	Equipped with stoves.	Equipped with electric heaters.
Box passenger cars .....	15	..	..	1	1	....	....	....	....	..	2	....	2	all	3	12
Open passenger cars.....	3	..	..	....	....	....	....	....	....	..	..	....	....	....	....	....

MISCELLANEOUS EQUIPMENT.

Total Number.

Barges and omnibuses .....	
Carts and snow sleds .....	
Other railway rolling stock .....	
Other highway vehicles .....	
Horses , . .....	
Other items of equipment .....	

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned leased, etc.	Total operated.
Length of railway line.....	18.791	.....	.....	.....	.....
"    second main track.....	.....	.....	.....	.....	.....
Total length of main track.....	18.791	.....	.....	.....	.....
Length of sidings, switches, etc.....	.353	.....	.....	.....	.....
Total, computed as single track.....	19.144	.....	.....	.....	19.144
Length of line under construction.....	46	none	none	none	46

DESCRIPTION OF FREIGHT CARRIED

For Year Ending June 30th, 1917.

Flour.		Grain.		Live stock.		Lumber.		Fuel.		All other articles.	Total tonnage. Express	Remarks.
Bbls.	Tons.	Bush.	Tons.	No.	Tons.	Ft. B.M.	Tons.	Cords.	Tons.			
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	866 tons	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

DESCRIPTION OF ROAD BED, ETC.

Rails.		Weight per Yard.		No. ties to mile.	General Remarks.
Steel.	Iron.	Steel.	Iron.		
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

Names of the several cities and towns in which the railways operated by the Company are located: City of Toronto, Town of Weston, Village of Woodbridge, Village of Lambton.



SUMMARY OF ACCIDENTS TO PROPERTY.

June 30th, 1917.

Accidents.	Due to unavoidable causes.		Due to carelessness of employees.		Due to carelessness of other persons.	
	Serious.	Trivial.	Serious.	Trivial.	Serious.	Trivial.
Damage to Company's property .....	.....	.....	.....	.....	.....	} None
Damage to property of Municipality .....	.....	.....	.....	.....	.....	
Damage to private property .....	.....	.....	.....	.....	.....	
Total .....	.....	.....	.....	.....	.....	

Total amount paid during year for damages caused by accidents, \$

ACCIDENTS TO PERSONS.

Killed and injured.	From causes beyond their own control.		From their own misconduct or carelessness.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers .....	.....	.....	.....	.....	.....	.....
Employees .....	.....	.....	.....	.....	.....	.....
Other persons .....	1	.....	.....	.....	.....	.....
Total .....	1	.....	.....	.....	.....	.....

STATEMENT OF EACH ACCIDENT.

Mr. John Reid was endeavoring to cross in front of Weston car near Dominion Avenue, at 6 a.m., December 12th, 1916, misjudged distance and was knocked down and fatally injured.

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: Toronto Suburban Railway Co., West Toronto, Ont.

Names and business address of principal officers: President, Sir Wm. Mackenzie; Vice-President, Allan H. Royce; Treasurer, George C. Royce, General Counsel, Royce, Henderson & Boyd; Auditor, Geo. A. Touche & Co.; General Manager, George C. Royce; Assistant Manager, W. J. Radford.

Name of officer, and address, to whom correspondence regarding this report should be addressed: Geo. C. Royce, Secretary, West Toronto.

Names and residence of Board of Directors: Sir Wm. Mackenzie, Toronto; Allan H. Royce, Toronto; George C. Royce, Toronto; Hon. F. H. Phippen, Toronto; L. W. Mitchell, Toronto; R. M. Horne-Payne, London, England.

ANNUAL REPORT OF THE  
WINDSOR & TECUMSEH ELECTRIC RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30TH, 1917.

(This company's railway is leased to and operated by the Sandwich, Windsor & Amherstburg Railway Company.)

GENERAL BALANCE SHEET.

Assets:

Cost of Railway:

Roadbed and tracks .....	.....
Electric line construction, including poles, wiring, feeder lines, etc. ....	.....
Interest accrued during construction of railway ....	.....
Engineering and other expenses incident to construction . .	.....
Other items of railway cost .....	.....

Total cost of railway owned .....

Cost of Equipment:

Passenger cars and other rolling stock .....	.....
Electric equipment of same .....	.....
Other items of equipment .....	.....

Total cost of equipment owned .....

Cost of Land and Buildings:

Land necessary for operation of railway .....	.....
Electric power stations, including equipment .....	.....
Other buildings necessary for operation of railway ..	.....

Total cost of land and buildings owned .....

Other permanent property .....

Total cost of other permanent property owned .....

Total permanent investments ..... \$309,371 29

Cash and Current Assets:

Cash ..	.....
Bills and accounts receivable .....	.....
Sinking and other special funds .....	.....
Other cash and current assets .....	.....

Total cash and current assets .....

Miscellaneous Assets:

Materials and supplies .....	.....
Other assets and property .....	.....

Total miscellaneous assets .....

Profit and loss balance—deficit .....

Total . . . . . \$309,371 29

Liabilities:

Capital stock, common .....	\$100,000 00
Capital stock, preferred ..	.....

Total capital stock ..... \$100,000 00

Funded debt ..... 189,000 00

Real estate mortgages .....



Current Liabilities:

Loans and notes payable .....	.....
Audited vouchers and accounts .....	\$20,371 29
Salaries and wages .....	.....
Dividends not called for .....	.....
Matured interest coupons unpaid .....	.....
Rentals due and unpaid .....	.....
Miscellaneous current liabilities .....	.....

Total current liabilities ..... 20,371 29

Accrued Liabilities:

Interest accrued and not yet due .....	.....
Taxes accrued and not yet due .....	.....
Rentals accrued and not yet due .....	.....
Miscellaneous accrued liabilities .....	.....
Total accrued liabilities .....	.....

Sinking and other special funds ..... ..

Total sinking and other special funds .....  
Profit and loss balance—surplus .....

Total . . . . . \$309,371 29

CAPITAL STOCK—REAL ESTATE MORTGAGES.

Capital Stock:

Capital stock authorized by law, common .....	\$100,000 00
Capital stock authorized by law, preferred .....	.....

Total capital stock authorized by law .....

Capital stock authorized by votes of company, common .....	.....
Capital stock authorized by votes of company, preferred .....	.....

Total capital stock authorized by vote .....

Capital stock issued and outstanding, common .....	\$100,000 00
Capital stock issued and outstanding, preferred .....	.....

Total capital stock outstanding .....

Amount paid in on.....shares not yet issued .....	.....
Amount paid in on stock to be exchanged .....	.....
Scrip convertible into stock .....	.....
Other paid stock liability .....	.....

Total capital stock liability .....

Number of shares issued and outstanding, common . . . . .	1,000
Number of shares issued and outstanding, preferred . . . . .	....

Total number of shares outstanding ..... ..

Number of stockholders, common .....	7
Number of stockholders, preferred .....	....

Total number of stockholders ..... ..

Amount of stock held, common .....	.....
Amount of stock held, preferred .....	.....

Total stock held .....

DESCRIPTION OF RAILWAY OWNED AND OPERATED.

RAILWAY OWNED, LEASED AND OPERATED (BY ELECTRIC POWER).

Railway Owned, etc.	Owned.	Held under lease or contract.	Trackage over other railways.	Total owned, leased, etc.	Total operated.
Length of railway line.....	9.45	.....	.....	.....	.....
Length of second main track..	.....	.....	.....	.....	.....
Total length of main track	.....	.....	.....	.....	.....
Length of sidings, switches, etc	.....	.....	.....	.....	.....
Total computed as single track.....	.....	.....	.....	.....	.....
Length of line under construc- tion .....	.....	.....	.....	.....	.....

CORPORATE ORGANIZATION.

Corporate Name and Address of the Company: The Windsor & Tecumseh Electric Railway Co., Windsor, Ont.

Names and business address of principal officers: President, F. W. Brooks, Vice-President, James Anderson, Treasurer, Jos. Bampton, Clerk of Corporation, A. E. Peters.

Name of officer, and address, to whom correspondence regarding this report should be addressed: James Anderson, General Manager, Windsor.

Names and residence of Board of Directors: J. C. Hutchins, Detroit, Mich.; F. W. Brooks, Detroit, Mich.; Jos. Bampton, Detroit, Mich.; A. F. Edwards, Detroit, Mich.; Irwin Fullerton, Detroit, Mich.; A. E. Peters, Detroit, Mich.; James Anderson, Windsor, Ont.



ANALYSIS OF GROSS EARNINGS AND MISCELLANEOUS INCOME FOR THE YEAR ENDING JUNE 30, 1917.

Name of Railway.	From Passengers	From Mail.	From Express, Parcels and Newspapers.	From Freight.	From Rentals of track, build- ings and other prop'ty.	From Advertising.		From other Mis- cellaneous sources.		Total.
						\$	c.	\$	c.	
Berlin and Northern.....	\$ 7,402 20	\$ c. 197 25	\$ c. 44 75	\$ c. ....	\$ c. 168 50	\$ 150 00	...	\$ 81 81	...	\$ 7,962 70
Cornwall Street.....	19,448 20	832 41	...	11,770 62	...	464 00	...	629 05	...	32,597 04
Fort William Electric.....	115,873 66	350 00	...	...	...	600 00	...	1,604 93	...	117,452 71
Galt, Preston & Hespeler.....	95,898 36	1,796 97	12,033 34	116,552 98	1,098 76	...	...	145 48	...	228,985 34
Guelph Radial.....	42,865 71	...	...	3,229 59	425 75	352 33	...	978 35	...	47,018 86
Hamilton & Dundas.....	68,821 02	248 00	772 05	158 99	3,549 67	100 00	...	894 70	...	74,628 08
Hamilton, Grimsby & Beamsville.....	87,142 86	600 00	8,070 22	28,084 45	8,093 47	350 00	...	...	...	133,235 70
Hamilton Street.....	735,906 20	...	...	...	3,395 51	725 00	...	1,322 34	...	741,349 05
Huntsville & Lake of Bays (steam) (To Dec. 31, 1917).....	1,394 97	30 00	...	2,843 28	...	...	...	...	...	4,268 25
International Transit.....	86,879 45	...	...	5 00	...	1,467 13	...	23,830 36a	...	112,181 94
Kingston, Portsmouth and Cataraqui.....	48,766 36	...	...	...	...	400 00	...	1,868 29	...	51,034 65
Kitchener and Waterloo (To Dec. 31, 1917)	50,182 69	1,749 50	225 40	...	...	683 00	...	121 16	...	56,552 37
Lake Huron & Northern Ontario (steam).. London Street.....	411,328 05	1,503 26	...	10,720 31	3,181 60	...	...	...	...	10,720 31
Midland & Simcoe.....	...	Operations suspended Nov. 30, 1913	...	...	...	...	...	353 52	...	416,366 43
Mount McKay and Kakabeka Falls d....	...	...	...	...	...	...	...	...	...	...
Niagara Falls Park and River.....	132,753 92	419 44	301 20	1,287 08	278 37	1,129 16	...	1,235 05	...	137,404 22
Port Arthur Civic.....	112,532 49	...	...	...	178 71	711 00	...	1,187 71	...	114,609 91
Sandwich, Windsor and Amherstburg...	339,252 97	735 00	...	7,348 15	...	1,040 00	...	34,635 47b	...	383,011 59
Sarnia Street.....	55,621 21	2,290 00	2,736 51	6,234 03	...	400 00	...	3,071 53	...	70,353 28
St. Thomas Civic d.....	...	...	...	...	...	...	...	...	...	...
Sudbury-Copper Cliff c.....	...	...	...	...	...	...	...	...	...	...
Thurlow (steam)(To Dec. 31, 1917) .....	503,054 12	3,401 24	2,109 17	20,000 00	1,016 00	1,300 00	...	27,620 50	...	20,000 00
Toronto and York Radial.....	248,389 92	...	...	70,466 70	...	1,116 00	...	...	...	608,967 73
Toronto Civic.....	5,989,881 95	...	...	...	...	25,000 00	...	...	...	249,505 92
Toronto Railway.....	168,895 15	100 00	1,894 02	1,076 43	3,965 95	507 25	...	62,756 94	...	6,081,604 84
Toronto Suburban.....	...	...	...	...	1,345 00	...	...	990 12	...	174,807 97
Windsor and Tecumseh.....	...	...	...	...	...	...	...	...	...	...

a. \$22,916.06 from operation of Ferry Boat.  
b. Includes \$31,776.93 net proceeds of Electric Lighting business.  
c. This Company's first Report is now in course of preparation, but not yet received.  
d. Report not received.

TABULATION OF CAR MILES RUN, PASSENGERS CARRIED, ACCIDENTS, ETC.

For Year Ending June 30, 1917.

Name of Railway	Length of track owned miles	Length of Switches and sidings, miles	Passenger car miles run	Passengers carried	Passengers carried per mile of main track operated	Accidents		Number of men employed	Passenger Cars			Other Service Cars						Miscell.		Cost of Railway construction, equipment, land and buildings per mile of track owned
						Killed	Injured		Enclosed Cars	Open Cars	Trailers	Baggage and mail	Cattle and box	Platform	Coal dump	Tool	Snow sweepers	Snow plows	Loading cranes	
Berlin and Northern	2.450	0.700	34,600	185,055	34,600	.....	.....	4	3	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	25,840 12
Cornwall Street	4	2.500	203,867	438,996	109,749	.....	2	33	7	3	.....	.....	.....	.....	.....	.....	.....	.....	.....	34,483 72
Fort William Electric	18.840	.940	629,688	2,672,114	141,832	.....	.....	52	24	.....	3	.....	.....	.....	.....	.....	.....	.....	.....	47,482 38
Galt, Preston and Hespeler	20.71	7.25	276,779	1,218,383	58,831	1	14	131	11	4	.....	2	3	1	.....	2	2	3	.....	38,044 16
Guelph Radial	8.03	.67	22,800	1,097,503	129,119	.....	.....	22	8	4	.....	.....	.....	.....	.....	1	1	.....	.....	22,625 18
Hamilton and Dundas	5.848	.....	157,464	935,628	133,771	.....	6	26	1	2	.....	.....	.....	.....	.....	.....	.....	.....	.....	37,377 93
Hamilton, Grimsby and Beamsville	22.6	.....	396,500	660,420	29,311	.....	26	68	8	2	.....	4	.....	.....	.....	.....	.....	.....	.....	21,610 25
Hamilton Street	33.7	.....	2,733,918	16,542,136	490,864	4	489	317	78	19	14	.....	.....	.....	.....	1	4	.....	.....	66,288 98
Huntsville and Lake of Bays (steam)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
(To Dec.31, 1917)	1.438	.313	2,700	9,952	6,920	.....	.....	4	.....	.....	.....	2	.....	10	.....	.....	.....	.....	.....	16,085 90
International Transit	4.30	.22	283,129	2,121,868	59,436	1	1	53	8	.....	3	.....	.....	.....	.....	.....	.....	.....	.....	57,089 54
Kingston, Portsmouth & Cataraqui	8	.....	199,680	1,055,982	131,998	1	.....	19	8	12	.....	.....	.....	.....	.....	1	2	1	.....	Not reported
Kitchener & Waterloo (To Dec.31, 1917)	4.68	.38	119,334	1,258,137	268,832	.....	.....	.....	7	2	5	.....	.....	.....	.....	.....	.....	.....	.....	37,178 79
Lake Huron and Northern Ontario (Steam)	17	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	Not reported
London Street	35.08	.94	1,932,316	11,234,977	311,918	.....	253	318	50	8	5	.....	.....	9	.....	2	2	.....	.....	39,583 65
Midland and Simcoe	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Mount McKay and Kakabeka Falls	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Niagara Falls Park and River	23.116	.992	282,221	1,335,579	57,791	1	13	61	11	16	.....	2	.....	2	.....	.....	.....	.....	.....	Not reported
Port Arthur Civic	18.53	1.04	650,885	2,624,461	141,633	.....	11	56	22	1	2	1	.....	.....	.....	.....	.....	.....	.....	Not reported
Sandwich, Windsor & Amherstburg	31.89	.....	1,163,765	6,988,361	169,046	1	37	150	35	22	.....	4	.....	.....	.....	12	.....	3	.....	45,909 79
Sarnia Street	8.25	1.00	204,244	1,270,288	137,328	.....	.....	40	10	.....	2	1	.....	.....	.....	.....	.....	.....	.....	25,653 75
St. Thomas Civic	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sudbury—Copper Cliff	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Thurlow-steam (To December 31, 1917)	2.671	2.766	.....	.....	.....	.....	.....	8	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Toronto and York Radial	72.17	9.83	1,696,145.63	6,688,327	81,565	2	6	390	52	4	.....	10	21	10	16	.....	.....	.....	.....	10,821 29
Toronto Civic	19.514	1.036	1,334,650	14,696,841	753,684	.....	13	150	32	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	68,009 84
Toronto Railway	119.049	8.388	20,595,398	152,782,659	1,273,666	12	1,358	2,310	711	88	97	.....	.....	9	.....	.....	.....	.....	.....	a 85,297 71
Toronto Suburban	18.791	.553	489,546	3,534,616	186,032	1	.....	97	15	3	.....	1	.....	.....	.....	2	2	.....	.....	159,159 45
Windsor and Tecumseh	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	22,089 15

(Operated by Sandwich, Windsor and Amherstburg)

a. This may include part cost of new lines—mileage of which not credited in calculation  
b. See footnote first tabulation ubi sup  
c. Report not received.



TABULATION OF COMPARISONS WITH PREVIOUS YEAR AS TO CAR MILES RUN, PASSENGERS CARRIED, ETC.

Name of Railway.	Length of Track.		Car Miles Run.		Passengers Carried.		Accidents.			Net Earnings.	
	In-crease.	De-crease	In-crease.	De-crease	In-crease.	De-crease.	Killed.	In-crease	In-crease	In-crease.	Decrease.
Berlin and Northern	.....	.10	.....	800	.....	7,172	None in either year.	.....	.....	\$ c.	\$ c.
Cornwall Street	No change	.....	.....	33	.....	16,775	do	2	.....	.....	.....
Fort William Electric (Civic)	No change	.....	11,324	.....	91,085	.....	do	None this yr.	1	.....	.....
Galt, Preston and Hespeler	.....	8.28	.....	24,394	.....	155,440	.....	1	2	.....	.....
Guelph Radial	No change	.....	34,860	.....	7,486	.....	none this yr.	2	none either yr.	.....	.....
Hamilton and Dundas	No change	.....	.....	9,199	.....	38,891	none either yr.	.....	1	.....	.....
Hamilton, Grimsby and Beamsville	No change	.....	19,417	.....	.....	358,732	none either yr.	6	.....	.....	.....
Hamilton Street	3.64	.....	165,525	.....	912,077	.....	3	.....	54	.....	.....
Huntsville and Lake of Bays (steam) (To Dec. 31, 1917)	No change	.....	400	.....	.....	764	None in either year.	.....	.....	.....	.....
International Transit	No change	.....	.....	4,213	.....	585,121	1	.....	1	.....	.....
Kingston, Portsmouth and Cataract	No change	.....	No change	.....	23,326	.....	.....	.....	.....	.....	.....
Kitchener and Waterloo (To Dec. 31, 1917)	No change	.....	.....	79,969	.....	41,836	none either yr.	none this yr.	1	.....	.....
Lake Huron & Northern Ont. (steam)	No Report last year.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
London Street	.83	.....	.....	27,901	.....	107,909	none either yr.	.....	27	.....	.....
Midland and Simcoe	Discontinued operations in 1913.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Mount McKay and Kakabeka Falls b.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Niagara Falls Park and River	No change	.....	.....	9,813	.....	123,536	.....	14*	142	.....	.....
Port Arthur Civic	.04	.....	88,964	.....	459,036	.....	none either yr.	5	.....	.....	.....
Sandwich, Windsor and Amherstburg	.56	.....	60,208	.....	943,449	.....	1	.....	8	.....	.....
Sarnia Street	No change	.....	No change	.....	203,811	.....	None in either year.	.....	.....	.....	.....
St. Thomas Civic b.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sudbury-Copper Cliff a.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Thurlow (steam) (To Dec. 31, 1917)	No change	.....	No data in Report.	.....	.....	.....	None in either year.	.....	.....	.....	.....
Toronto and York Radial	No change	.....	.....	423,011.19	1,233,678	.....	.....	3	1	.....	.....
Toronto Civic	1.230	.....	71,965	.....	2,092,803	.....	none either yr.	.....	7	.....	.....
Toronto Railway	.111	.....	528,579	.....	6,970,275	.....	5	.....	36	.....	.....
Toronto Suburban	No change	.....	32,356	.....	643,736	.....	1	.....	3	.....	.....
Windsor and Tecumseh	Operated by and included in Report of Sandwich, Windsor and Amherstburg Railway Company.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

\* Severe accident at Queenston, included in Report for 1916.

a. See footnote first tabulation, ubi sup.

b. Report not received.

TABULATION OF OPERATING COSTS FOR THE YEAR ENDING JUNE 30, 1917

Name of Railway	General Expenses		Maintenance Roadbed and Buildings		Maintenance Equipment		Motive Power		Wages		Damages to persons and property		Miscellaneous		Total		Operating cost per car mile run
	\$	c.	\$	c.	\$	c.	\$	c.	\$	c.	\$	c.	\$	c.	\$	c.	cents.
Berlin and Northern.....	1,934	98	336	79	188	87	1,972	08	2,023	90	.....	.....	133	25	6,589	87	19.046
Cornwall Street.....	2,902	69	3,653	55	3,464	20	2,494	87	11,978	18	89	11	1,345	33	25,927	93	11.613
Fort William Electric.....	7,556	34	6,669	73	14,619	56	16,723	55	46,457	23	19	85	2,131	08	94,177	34	14.956
Galt, Preston & Hespeler.....	34,425	86	17,572	39	8,088	72	20,560	80	44,004	71	70	00	23,320	53	148,043	01	53.416
Guelph Radial.....	4,776	76	3,757	75	5,127	36	1,845	60	13,022	28	326	00	3,656	33	38,512	03	16.891
Hamilton and Dundas.....	5,191	62	10,481	81	8,972	25	7,546	97	13,567	17	1,621	09	14,564	22	61,945	13	39.339
Hamilton, Grimsby & Beamsville..	15,471	35	22,615	02	19,338	20	16,826	01	27,298	44	3,770	28	24,902	86	130,222	16	32.843
Hamilton Street.....	34,902	44	20,706	05	94,891	69	69,308	83	193,940	05	22,104	82	46,158	32	482,012	20	17.307
Huntsville and Lake of Bays—Steam (To Dec. 31, 1917).....	592	65	250	00	550	26	Steam	.....	988	41	.....	.....	51	23	2,432	55	90.094
International Transit.....	5,679	40	846	63	5,891	27	10,999	98	21,610	10	.....	.....	1,875	44	46,902	82	16.566
Kingston, Portsmouth & Cataraqui..	5,181	05	3,299	80	8,969	93	4,481	60	11,396	29	4,138	65	498	60	38,865	92	19.464
Kitchener and Waterloo (To Dec. 31, 1917).....	6,924	61	3,857	20	5,109	87	6,063	48	14,652	39	.....	.....	393	32	37,000	87	31.006
Lake Huron and Northern Ontario (Steam).....	18,449	89	37,512	47	47,509	37	36,884	41	Not reported	.....	.....	.....	1,757	54	301,937	37	15.626
London Street.....	.....	.....	.....	.....	.....	.....	.....	.....	Operations suspended Nov. 13, 1913	.....	.....	.....	.....	.....	.....	.....	.....
Midland and Simcoe.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Mount McKay & Kakabeka Falls c.	22,516	57	27,682	71	2,626	19	6,767	54	28,442	10	1,774	30	3,132	42	92,941	83	35.444
Niagara Falls, Park and River.....	8,255	07	12,634	07	10,318	43	20,100	97	38,809	45	.....	.....	1,868	86	91,986	85	14.133
Port Arthur Civic.....	20,798	22	29,467	89	24,672	37	18,226	62	87,101	73	6,785	01	9,705	99	196,757	83	16.907
Sandwich, Windsor & Amherstb'rg..	13,701	49	6,160	14	8,124	62	9,344	70	13,283	54	125	00	.....	.....	50,739	49	24.843
Sarnia Street.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
St. Thomas Civic c.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sudbury-Copper Cliff b.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Thurlow—Steam (To Dec. 31, 1917)	62,247	35	49,625	92	82,527	95	108,403	67	124,303	76	12,000	00	5,232	14	15,391	55	a no data
Toronto & York Radial.....	16,852	14	5,488	71	17,878	65	57,780	27	111,210	65	279	91	11,859	56	450,968	21	26.588
Toronto Civic.....	268,281	06	129,023	28	393,498	18	771,841	53	1,733,565	72	89,445	08	7,026	39	216,516	72	16.223
Toronto Railway.....	20,773	52	13,689	46	5,085	81	14,667	96	40,124	70	184	45	48,191	37	3,433,846	22	16.681
Toronto Suburban.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	9,880	12	104,406	02	21.327
Windsor & Tecumseh.....	Operated by Sandwich, Windsor and Amherstburg Ry.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

a Car miles run not reported.      b See footnote, first tabulation ubi sup.      c Report not received.



## TABULATION OF CHARGES OTHER THAN OPERATING COSTS FOR YEAR ENDING JUNE 30, 1917.

Name of Railway.	Interest on Funded Debt	Interest and Discount on Unfunded Debts	Taxes	Transfers to Special Accounts	*All Charges other than Operating Costs	**Total Expenditure excluding Operating Costs	***Total Expenditure including Operating Costs	Total Revenue from all sources	Per Car mile run		Net Deficit from year's Operation	Net Surplus from year's Operation
									Total Expenditure	Total Revenue		
	\$	c.	\$	c.	\$	c.	\$	c.	cents.	cents.	\$	c.
Berlin & Northern.....	170 00	2,258 92	200 97	.....	2,721 36	9,311 23	7,962 70	26,911	23,014	1,348 53	5,088 47	
Cornwall Street.....	53,190 00	3,000 00	980 38	.....	3,416 58	29,344 51	34,432 98	13,143	15,423	64,703 23	42,708 97	
Fort William Electric.....	17,040 00	606 15	.....	31,793 60	67,983 60	a 148,367 34	117,452 70	23,880	18,653	.....	826 76	
Galt, Preston & Hespeler.....	.....	.....	5,089 21	.....	135,233 36	173,776 37	228,985 34	62,062	82,741	.....	.....	
Guelp Radial.....	.....	.....	1,695 34	.....	19,375 41	40,207 37	47,018 86	17,634	20,622	.....	.....	
Hamilton & Dundas.....	5,000 00	.....	1,265 01	.....	116,265 01	68,210 14	74,628 08	43,318	47,394	3,582 06	.....	
Hamilton, Grimsby & Beamsville.....	7 500 00	2,519 25	4,579 59	6,219 70	21,319 54	a 144,821 00	133,235 70	36,525	33,603	11,585 30	50,668 65	
Hamilton Street.....	19 329 85	728 28	75,385 07	130,120 60	1338,788 80	a577,455 40	741,349 05	20,743	26,629	.....	103 70	
Huntsville & Lake of Bays, steam (To Dec. 31, 1917).....	.....	.....	64 00	.....	11,732 00	a 2,846 77	4,268 25	105,436	67,989	.....	54,583 93	
International Transit.....	9,000 00	316 32	1,378 37	2,373 69	13,068 88	a 57,598 01	89,265 88	20,343	31,528	.....	3,459 05	
Kingston, Portsmouth & Cataraqui.....	10,075 00	.....	.....	.....	10,075 00	48,940 92	52,429 97	24,509	26,257	.....	2,159 02	
Kitchener & Waterloo (To Dec. 31, 1917).....	7,536 48	.....	.....	9,400 00	17,392 48	7,986 48	56,552 37	37,699	47,389	.....	1,583 26	
Lake Huron and Northern Ontario (Steam).....	.....	.....	266 00	.....	Not sufficient data in Company's report	.....	.....	17,768	21,496	.....	39,666 76	
London Street.....	31,732 89	1,205 70	7,241 91	17,575 08	193,337 38	41,401 50	a 343,338 87	416,366 43	.....	.....	.....	
Midland & Simcoe.....	.....	.....	.....	.....	Operations suspended Nov. 13 1913	.....	.....	.....	.....	.....	.....	
Mount McKay & Kakabeka Falls d.....	30,000 00	.....	5,518 11	.....	35,518 11	128,459 94	143,615 86	48,989	54,769	.....	15,155 92	
Niagara Falls Park and River.....	69,097 56	.....	.....	.....	69,097 56	161,084 41	114,609 91	24,748	17,608	46,474 50	.....	
Port Arthur Civic.....	31,500 00	.....	17,400 00	b 147,984 97	b 196,884 97	a 393,642 80	383,011 59	33,825	32,911	10,631 21	.....	
Sandwich, Windsor & Amherstburg.....	4,484 25	.....	1,080 97	b 147,984 97	b 196,884 97	a 55,223 74	70,353 28	27,038	34,449	.....	9,729 54	
Sarnia Street.....	.....	.....	.....	.....	110,965 22	a 55,223 74	70,353 28	.....	.....	.....	.....	
St. Thomas Civic d.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Sudbury-Copper Cliff c.....	.....	.....	26 71	.....	26 71	a 15,418 26	22,211 10	not reported	.....	.....	6,792 84	
Thurlow, steam (To Dec. 31, 1917).....	82,000 00	51,599 74	13,466 86	37,234 59	184,301 19	a 598,034 81	608,967 73	35,258	35,903	.....	10,932 92	
Toronto & York Radial.....	87,239 26	.....	.....	60,739 03	150,982 05	303,755 98	249,505 92	22,759	18,695	117,992 85	395,862 74	
Toronto Civic.....	149,246 96	90,000 00	130,549 42	119,445 08	12,341,895 88	a 1,262,450 80	6,171,604 84	22,814	29,980	.....	29,535 92	
Toronto Railway.....	29,999 72	6,255 83	2,176 91	36,806 80	75,239 26	a 179,085 28	209,181 20	36,582	42,723	.....	.....	
Toronto Suburban.....	.....	.....	.....	.....	Operated by Sandwich, Windsor and Amherstburg Railway	.....	.....	.....	.....	.....	.....	
Windsor & Tecumseh.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	

\*\* Does not include Dividends.

† Does not include dividends when marked with a cross (†)

\* Does not include deficits from previous years, but does include dividends from previous years.

\*\*\* Does not include surpluses from other years.

a Does not include expenditures for additions or betterments on property account, for which see Company's report ante.

b \$147,384.37 transferred to Detroit United Railways Account.

c See footnote first tabulation ante.

d Report not received.

TABULATION OF ASSETS AND LIABILITIES AS OF JUNE 30, 1917

Name of Railway.	Authorized Capital Stock.	Assets.			Liabilities.					Surplus.									
		Cost of Rail- way Equip- ment, Land and Buildings.	Cash and other Assets.	Deficit.	Capital Stock out- standing.	Funded Debt.	Current Liabilities	Accrued Liabilities.	Reserve and other Special Funds.										
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Berlin and Northern .....	400,000	63,308 28	473 90	1,348 53	17,800	2,400 00	44,930 71	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Cornwall Street .....	200,000	224,144 21	10,375 35	.....	200,000	.....	4,848 68	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Fort William Electric .....	.....	1,112,000 00	20,146 93	197,635 24	.....	1,112,000 00	13,831 31	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Galt, Preston & Hespeler .....	500,000	1,063,714 75	137,389 47	.....	125,000	426,000 00	76,687 44	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Guelph Radial .....	200,000	196,839 08	15,277 74	.....	169,870	.....	9,443 58	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Hamilton & Dundas .....	100,000	218,586 13	71,439 53	.....	100,000	100,000 00	26,422 60	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Hamilton, Grimsby & Beams. ....	235,000	488,391 74	2,645 65	.....	235,000	150,000 00	90,398 11	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Hamilton Street .....	1,205,000	2,233,938 47	33,457 99	.....	1,205,000	420,000 00	103,510 24	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Huntsville & Lake of Bays, steam (To Dec. 31, 1917) ..	27,800	28,150 32	.....	491 09	27,800	.....	350 22	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
International Transit .....	150,000	451,259 52	48,840 08	.....	150,000	180,000 00	9,732 59	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Kingston, Ports. & Catarqui Kitchen and Waterloo (To Dec. 31, 1917) .....	83,100	not reported	.....	.....	83,100	100,000 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Lake Huron and Northern } Ontario (Steam) .....	.....	188,124 71	15,279 10	.....	.....	143,822 19	367 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
London Street .....	12,000,000	not reported	1,018 00	.....	595,000	{ 35,000 00 per mile	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Midland and Simcoe .....	750,000	1,425,803 07	77,574 23	.....	572,680	605,000 00	91,992 17	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Mount McKay & Kakabeka Falls d .....	Operations suspended Nov. 13, 1913	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Niagara Falls Park & River Port Arthur Civic .....	The International Railway Coy., with which this Railway is now operated, reports inability to furnish data for this tabula'n.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sandwich, Windsor & Am'burg	350,000	Not reported	36,068 86	99,440 15	.....	863,200 31	65,437 79	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sarnia Street .....	90,000	1,464,063 27	73,140 31	.....	297,000	600,000 00	560,753 64	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
St. Thomas Civic d .....	.....	237,297 26	6,164 84	.....	90,000	90,000 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sudbury-Copper Cliff c .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Thurlow, steam (To Dec. 31, 17)	50,000	58,835 40	35,137 65	.....	25,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Toronto & York Radial. ....	2,000,000	5,576,806 81	171,131 91	.....	2,000,000	1,640,000 00	1,756,684 69	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Toronto Civic .....	.....	1,761,397 72	453,007 48	.....	.....	mtg. 32,306 00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Toronto Railway .....	15,000,000	20,282,803 55	3,859,959 01	.....	.....	2,082,737 00	131,668 20	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Toronto Suburban .....	3,000,000	422,212 06	64,140,964 30	.....	12,000,000	4,684,633 34	1,102,176 41	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Windsor & Tecumseh .....	Operated by Sandwich, Windsor and Amherstburg Railway Co.	.....	.....	.....	1,500,000	2,628,000 00	306,102 03	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

a. Includes advances by Detroit United Rys., \$552,574.42.

b. Includes new construction contract, \$3,853,902.58.

c. See footnote first tabulation ante.

d. Report not received.



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FOURTEENTH REPORT  
OF THE  
BUREAU OF ARCHIVES  
FOR THE  
PROVINCE OF ONTARIO

BY  
ALEXANDER FRASER, M.A., LL.D., Litt. D., F.S.A. Scot. (Edin.), etc.  
Provincial Archivist

1917

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TORONTO:  
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1918

*To His Honour* COLONEL SIR JOHN STRATHEARN HENDRIE, K.C.M.G.,

C.V.O., LL.D., etc.,

*Lieutenant-Governor of the Province of Ontario.*

MAY IT PLEASE YOUR HONOUR:

I have pleasure to present herewith for the consideration of Your Honour the Report of the Bureau of Archives for Ontario for 1917.

Respectfully submitted,

THOS. W. MCGARRY,

*Treasurer of Ontario.*

Toronto, 1918.



*The Honourable* THOMAS W. MCGARRY, ESQ., K.C., M.P.P., ETC.

*Treasurer of Ontario.*

SIR,—I have the honour to submit the following Report in connection with the Bureau of Archives for the Province of Ontario for 1917.

I have the honour to be, Sir,

Your obedient servant,

ALEXANDER FRASER,

*Provincial Archivist.*

Toronto, 31st December, 1917.

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EX REBUS ANTIQUIS ERUDITIS ORIATUR

# Report

OF THE

## Ontario Bureau of Archives

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### PREFATORY

The records of the early courts of Upper Canada were transferred to the custody of the Ontario Department of Archives under provision of 10 Edw. VII., c. 26, with the view of publication. A first instalment is accordingly given in this volume. They had long been given up as irrecoverably lost, and the story of their finding is told in the following letter by the undersigned, read at a meeting of the Michigan State Bar:—

“In the summer of 1910, Mr. C. M. Burton, of Detroit, a public-spirited investigator of the history of the State of Michigan, and especially of the early days of Detroit, called on me in Toronto and expressed a desire to see the vaults at Osgoode Hall, the home of the High Courts of Ontario. Mr. Burton had asked me before this time to enquire at Osgoode Hall for the records of the Court of Common Pleas for the District of Hesse, or the Western District, which at one time included Detroit. The records had been sought for years in likely and unlikely places, including Osgoode Hall, but could not be found. At his request, I repeated the enquiry, but the oldest of the officials, for fifty-one years the custodian of the oldest vault, knew nothing of them, and stated that two systematic searches at the request of the Attorney General's Office had been made many years before without avail.

“Mr. Burton's immediate object on the occasion of his visit, however, was to observe the method in use for filing papers preserved. At that time there were no electric lights in the vaults, and lamps were forbidden because of the possibility of accidental explosion. The languid flame of a tallow candle sufficed to show the way, though not to shed sufficient light on the dust-begrimed pigeon-holes. Mr. Burton noticed a book of ancient appearance on the top shelf that aroused his curiosity. To get it for him, I climbed on an uncovered deal box filled with old papers that lay on the floor, and reached the volume. The book proved to be one into which letters of the early 'eighties had been copied by letter press—of no apparent record value. Stepping down I upset the deal box, emptying the contents on the floor. Proceeding to replace the papers, the first article picked up was a paper-covered volume similar to the old-fashioned books sometimes used by the township valuers

of long ago. My astonishment may be imagined when I discovered that the book was one of the long lost Minute Books of the Court of Common Pleas of the Western District, and there on the first page was the name of the 'First Judge,' the Honourable Wm. Dummer Powell. Mr. Burton and Mr. Jackson were standing near me in the narrow vault, the latter holding the candle and telling the Detroit visitor of the age and glory of Osgoode Hall. I suppressed my rising feelings until all the papers had been put back in the box except eight thin folios, one after another of which I had rescued from the orderless heap, tattered, and apparently useless, but in reality of priceless value, being the original records of our oldest constituted Courts for the old Districts of Hesse, Mecklenburg and Luneburg in Upper Canada.

"I asked Mr. Burton to look at one of the books, remarking that he might feel interested in it. He opened it, and when he saw the holograph of John Munro, a relative, on one of the pages he gave up the effort to appear calm, and in the circumstances was to be excused for having always known that the precious records were there."

In going over the Term Books of the Court of King's Bench, in 1913, the first volume of the Records of the Court of Common Pleas for Hesse, dating from 1789, was found by the Honourable Mr. Justice Riddell, whose learned Introduction and Notes render it unnecessary, here, to refer to the rare value of these documents. When the succeeding instalments shall have been published a rich vein, practically untouched, will be, for the first time, open for historical research to the student, not only of our legal institutions, but also of certain important conditions and customs of pioneer life in Upper Canada.

ALEXANDER FRASER.



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RECORDS

OF THE

Early Courts of Justice

OF

UPPER CANADA

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## INTRODUCTION.

When in 1760 the conquest of Canada by Britain was complete, what became, thirty-two years afterwards, the Province of Upper Canada and is now the Province of Ontario, was practically destitute of inhabitants, except the Indian tribes, and a very few French settlers on the left shore of the River Detroit, the territory however passed by the Capitulation. All Canada was under a species of military rule till 1763.

In 1763, the Treaty of Paris confirmed the British ownership of Canada, making the sovereignty *de jure* which had theretofore been *de facto*. On October 7, 1763, a Royal proclamation was issued forming out of the territory recently acquired in North America and adjacent Islands, four "Governments;" the only one with which we have here concern was the "Government of Quebec." This was "bounded on the Labrador coast by the River St. John, and from thence by a line drawn from the head of that River through the Lake St. John to the south end of the River Nippissim, from whence the said Line crossing the River St. Lawrence and the Lake Champlain in 45 Degrees of north latitude passes along the high lands, which divide the rivers that empty themselves into the said River St. Lawrence from those which fall into the sea; and also along the north coast to the Baye des Chaleurs and the coast of the Gulph of St. Lawrence to Cape Rosieres, and from thence crossing the mouth of the River St. Lawrence by the west end of the Island of Anticosti, terminates at the aforesaid River St. John." <sup>(1)</sup> It is probable that those who drew this description had no clear conception of the geography of Canada. At all events the boundary, "the high lands" which divide the rivers which empty themselves into the St. Lawrence from those which fall into the sea, was the cause of much difficulty when later on the same boundary was used to divide the United States from British territory in the treaty of 1783, the difficulty being terminated only by the Ashburton Treaty of 1842. But the new Government, or Province of Quebec, undoubtedly contained all the territory afterwards the Province of Upper Canada.

This Royal proclamation further stated that the Governors had been instructed to call General Assemblies, which with the Governors and Councils should "Make, constitute and ordain laws, statutes and ordinances for the public peace, welfare and good government of our said colonies . . . as near as may be agreeable to the laws of England . . . and in the meantime, and until such assemblies can be called . . . all persons inhabiting in or resorting to our said colonies may confide in our royal protection for the enjoyment of the benefit of the laws of our realm of England."

This introduction of the laws of England was unobjectionable in the other three governments, or nearly so, but in Canada there was a large and homogeneous French population wedded to its own laws and customs. The criminal law of England the French-Canadian did not object to; savage as it was, it was less so than his own, but the English law in civil matters he never willingly accepted. He much preferred and he insisted on having his own law, based chiefly on the *coutume de Paris*, and ultimately on the civil law of

<sup>(1)</sup> For References see page 22, Introduction.

Rome; he could not, for example, understand how the English thought their property safer in the determination of tailors and shoemakers than in that of their judges.

There ensued an agitation for the restitution of the French-Canadian law, which continued more or less lively until it was ultimately successful. But there was also a steady counter-movement on the part of the "old subjects," i.e., those who had come from the British Isles or the British American colonies. Many of these had come to Canada (and more perhaps affected to have come) relying upon the promise contained in the royal proclamation of 1763 that all resorting to the new Government might confide in protection for the enjoyment of the laws of England. Many of the "old subjects" also clamored for the calling of a General Assembly which had been (in effect) promised in the proclamation. While there were exceptions on both sides, it may be said generally that the English-speaking "old subjects" desired a Legislative Assembly and the retention of the English civil law, the French-speaking "new subjects" had no desire for an Assembly and desired the return of their former civil law. After much consideration and balancing of advantages, it was decided to yield to the desires of the French-Canadians; and in 1774 the celebrated Quebec Act was passed by the Imperial Parliament <sup>(2)</sup>.

The Quebec Act, by section 4, provided that the Royal proclamation of 1763, so far as it related to the Province of Quebec, the Governor's commission and all ordinances relative to the civil government and administration of justice in the Province should be revoked, annulled and made void from and after May 1, 1775. Section 8 provided that "all His Majesty's Canadian subjects within the Province of Quebec . . . may . . . hold and enjoy their property and possessions, together with all customs and usages relative thereto, and all other their civil rights in as large, ample and beneficial manner as if the said proclamation, commissions, ordinances and other acts and instruments had not been made . . . and that in all matters of controversy relative to property and civil rights, resort should be had to the laws of Canada as the rule for the decision of the same . . ." (an exception being made of lands granted or to be granted in free and common soccage, the ordinary English tenure).

Section II reciting that "the certainty and lenity of the criminal law of England, and the benefit and advantages resulting from the use of it, have been sensibly felt by the inhabitants" provided "that the same shall continue to be administered and shall be observed as law in the Province of Quebec."

Section 12 recited that "it is for the present inexpedient to call an Assembly" and gave power to a Council which was to be appointed to make "ordinances for the peace, welfare and good government of the . . . province with the consent of His Majesty's Governor."

This Act was received with acclaim by the French-Canadians, but most of the English-speaking inhabitants of the province strongly objected to it. The American Revolution for a time prevented much being done by the English-speaking, but they were never reconciled to the change.

An agitation sometimes more, sometimes less animated was kept up for an Assembly; the return of the English law was also demanded and even



more insistently than an Assembly. In 1791 was passed the Canada Act, or Constitutional Act. Section 2, after reciting the Royal intention to divide the Province of Quebec into two provinces, to be called the Province of Upper Canada and the Province of Lower Canada, recited that there should be in each province a Legislative Council appointed and an Assembly elected which should have power "to make laws for the peace, welfare and good government thereof." Section 33 provided that "all laws, statutes and ordinances which shall be in force on the day to be fixed . . . . for the commencement of this Act, within the said provinces or either of them, or in any part thereof . . . . shall remain and continue to be of the same force, authority and effect in each of the said provinces respectively as if this Act had not been made . . . . and except in so far as the same are expressly repealed or varied by this Act or in so far as the same shall or may hereafter by virtue of . . . . this Act be repealed or varied by His Majesty, his heirs or successors by and with the advice and consent of the Legislative Councils and Assemblies of the said provinces respectively . . . ." in other words the laws should remain until changed by the parliaments of the provinces, each province to act independently of the other. The first Parliament in Upper Canada met at Newark (now Niagara-on-the-Lake) and in its first Act <sup>(3)</sup> enacted "that from and after the passing of this Act the . . . . provision (that in all matters of controversy relative to property and civil rights, resort should be had to the laws of Canada as the rule for the decision of the same) contained in the (Quebec) Act be and the same is hereby repealed, and the authority of the said laws of Canada and every part thereof as forming a rule of decision in all matters of controversy relative to property and civil rights shall be annulled, made void and abolished throughout this province . . . ." Section 3 provided "that from and after the passing of this Act, in all matters of controversy relative to property and civil rights resort shall be had to the laws of England as the rule for the decision of the same." Section 6 negatived the introduction of "any of the laws of England respecting the maintenance of the poor, or respecting bankrupts."

No such repeal of the provisions of the Quebec Act was passed by the Parliament of Lower Canada.

The effect is that in both this province and in Lower Canada (or Quebec) the criminal law is the criminal law of England as it existed in 1774, modified by legislation in the old Province of Quebec before 1792 and by the legislature of the provinces respectively from 1792 till 1849, by the Province of Canada from 1841 till 1866 and since July 1, 1867, by the Dominion of Canada, in some cases by the Province of Ontario. The law in civil matters in this province is the law of England (with certain statutory exceptions) as it existed October 15, 1792, when the Statute of 1792 was assented to by the Lieutenant-Governor, John Graves Simcoe, <sup>(4)</sup> modified by the legislation of the Parliament of Upper Canada, 1792-1840; of the Province of Canada, 1841-1866, and since July 1, 1867, of the Province of Ontario and in certain matters of the Dominion of Canada <sup>(5)</sup>.

The description given in the proclamation of 1763 of the Government of Quebec is vague in some respects. It was, however, considered to include much if not all of what is now Michigan, Wisconsin, Illinois and Indiana.

Detroit and Michilimacinac were taken possession of, and had Governors or Lieutenant-Governors subordinate to the authorities at Quebec; the chief settlements further south were at Vincennes, on the Wabash and Koskaskia on the Mississippi, near the mouth of the Koskaskia River (washed away in 1860) (<sup>6</sup>).

In the older settled parts, under the French rule, Canada had been divided for administrative purposes into three districts, Quebec, Three Rivers and Montreal. These were retained by the conquerors; but when the time came for purely civil administration the District of Three Rivers disappeared and the province was in 1764 divided into two districts, those of Quebec and Montreal, "bounded by the River Godfroy on the south and by the River St. Maurice on the north side." This, of course, means by the River Godfroy on the south side of the St. Lawrence and on the north side of the St. Lawrence by the River St. Maurice. The District of Montreal stretched to the west as far as the Province of Quebec, i.e., Canada extended. This was not satisfactory; even before the Declaration of Independence it was contemplated to form five new districts, at "the Illinois, St. Vincennes, Detroit, Missilimakinac and Gaspée" respectively, and Sir Guy Carleton, the first Governor after the passing of the Quebec Act, was in 1775 instructed in that sense.

This scheme came to naught. The American revolution had a rapid and unexpected success. The celebrated George Rogers Clark captured Koskaskia for the Colonists in 1778, Vincennes fell the following year, and the fate of "the Illinois" was settled (<sup>7</sup>). The whole West was in turmoil. More than once Detroit and Michilimacinac were in peril *inter arma silent leges* and there was neither time nor money to erect new institutions.

Then came the treaty of peace in 1783, which awarded to the United States all the territory south of the great lakes and to the right of the middle line of these connecting waters. Detroit and Michilimacinac were also lost to Britain. Nothing came of the project, but the Western country continued to fill up, and it was exceedingly inconvenient to have all the litigation of that enormous territory required to come to Montreal for trial. The cost was almost prohibitive, and the result was that justice was delayed and in many cases actually denied against the provisions of Magna Charta.

Detroit and Michilimacinac had not been given up by the British in pursuance of Article II of the Treaty of Paris, 1763 (<sup>8</sup>). Detroit at least was a busy place and considerable litigation originated there.

The Royal Instructions to Sir Guy Carleton, now Lord Dorchester, of August 23rd, 1786, contemplated a new district at Detroit but nothing was done for a time, but a patent was issued under the Great Seal of the Province, July 29, 1788, forming five new districts, one the District of Gaspé, and four west of the Ottawa River in what is now Ontario. These districts were Luneburg, Mecklenburg, Nassau and Hesse.

The districts were arranged in great measure about the centres of immigration and population, Luneburg (not Lunenburg or Lunenburgh) had what is now Cornwall as its nucleus, Mecklenburgh, had Kingston (or Cataraqui), Nassau, Niagara (Newark) and Hesse, Detroit. It is quite true that in legal strictness, Hesse could not contain Detroit, as that was American territory, but Britain still held it and exercised control and



ownership over it, and therefore a British governor must needs look upon it as British territory.

All was so far in the Province of Quebec; but a message was sent to the Imperial Parliament (February 25, 1791) expressing the Royal intention to divide the Province of Quebec into two separate provinces, the province of Upper Canada and that of Lower Canada. After the passing of the Canada Act, an Order in Council was passed dividing the Province of Quebec accordingly, and directing a royal warrant to issue to authorize the Governor or Lieutenant-Governor of the Province of Quebec to fix such day for the commencement of the effect of the Canada Act in the new provinces. A royal warrant issued to Lord Dorchester authorizing him to fix such day. He did not go at once to Canada, and General Alured Clarke, Lieutenant-Governor, issued November 18, 1791, a proclamation fixing Monday, December 26, 1791, as the day. The provinces were technically and in law formed August 24, 1791, by the Order in Council, but there was no change in fact till after December 26, 1791. The province of Upper Canada received the four districts of Lunenburg, Mecklenburg, Nassau and Hesse; these names were changed in 1792 by provincial statute to Eastern, Midland, Home and Western.

Immediately after the conquest courts were established by the conqueror—these, some of which were more or less military in their character were temporary only and disappeared shortly after the possession of the country was legalized by the treaty of Utrecht, 1763, and no further attention need be paid to them.

The Québec Act of 1774 abolished as of May 1, 1775, an existing ordinance revoking all commissions to judges, etc., and generally destroyed the existing system. The courts, then, which had been formed before the passing of the Quebec Act, did not continue, and mention of them is made simply to complete the story. As we have seen, the law of England was introduced by the Royal proclamation of 1763, both civil and criminal; but the Quebec Act in 1774 reintroducing the Canadian Civil law, leaving the criminal law of England still in force, it will therefore be convenient to consider the courts of civil jurisdiction and those of criminal jurisdiction separately.

A. COURTS OF CRIMINAL JURISDICTION: The proclamation stated "We have given power under our Great Seal to the Governor of our said colonies respectively to erect and constitute with the advice of our said councils respectively, courts of judicature and public justice within our said colonies for hearing and determining all causes as well criminal as civil, according to law and equity, and as near as may be agreeable to the laws of England, with liberty to all persons who may think themselves aggrieved by the sentences of such courts in all civil cases, to appeal, under the usual limitations and restrictions, to us in our Privy Council." (°).

The King alone has the right of erecting courts of judicature; but he may give this right to any of his servants singly or collectively. The King's commission to General James Murray creating him "Captain General and Governor in Chief in and over our Province of Quebec in America," gave him "full power and authority, with the advice and consent of our said council, to erect, constitute and establish such and so many courts of judicature and

publick justice within our said province under your government as you and they may think fit and necessary for the hearing and determining of all causes as well criminal as civil according to law and equity . . . . and . . . . to constitute and appoint judges and in all cases requisite commissioners of Oyer and Terminer, Justices of the Peace, Sherriffs and other necessary officers and ministers in our said province for the better administration of justice and putting the laws in execution . . . ." The Royal Instructions to Murray, section 16, provide "And whereas by our . . . . commission . . . . you are authorized and empowered, with the advice and consent of our council, to constitute and appoint courts of judicature and justice; it is therefore our will and pleasure that you do as soon as possible, apply your attention to these great and important objects." He was particularly instructed, section 22, "to take especial care that in all courts where you are authorized to preside, justice be impartially administered; and that in all other courts established within our said province, all judges and other persons therein concerned do likewise perform their several duties without any delay or partiality."

The Governor and Council did not delay (there was no Legislative Assembly, and the Parliament was composed of Governor and Council only). They could not act immediately—the Treaty of Paris (October 8, 1763) had specified that French-Canadians were to be allowed eighteen months to leave Canada if they so desired. Accordingly, civil government was not actually established in Quebec until August 10, 1764, but on September 7, 1764, an ordinance was passed which in addition to a court of purely civil jurisdiction (which is passed over for the moment) established a "Superior Court of Judicature or Court of King's Bench . . . . to sit and hold terms in the Town of Quebec twice in every year, viz.: one to begin on the 21st day of January, called Hillary Term, the other the 21st day of June, called Trinity Term." In this court the Chief Justice of the province was to preside "with power and authority to hear and determine all criminal and all civil causes agreeable to the laws of England and to the ordinances of this province . . . . in all tryals in this court, all His Majesty's subjects in this colony to be admitted on juries without distinction."

It was also provided that "His Majesty's Chief Justice once in every year should hold a court of assize and general gaol delivery soon after Hillary Term, at the towns of Montreal and Trois-Rivières for the more easy and convenient distribution of justice to His Majesty's subjects in those distant parts of the province."

Inferior courts of criminal jurisdiction are contemplated, the courts of quarter sessions: as there was not at the time "a sufficient number of Protestant subjects resident in the intended district of Trois-Rivières qualified to be Justices of the Peace and to hold Quarter Sessions" it was ordained that the province should "until there may be a sufficient number of persons settled at or near Trois-Rivières duly qualified to execute the office of Justices of the Peace and the power of holding such Quarter Sessions . . . . (or until His Majesty's pleasure be known in that behalf)" there should be only two districts in the province, the districts of Quebec and Montreal divided by the rivers Godfroy and St. Maurice. Justices of the Peace who formed the Courts of Quarter Sessions (or Quarter Sessions of the Peace, or Sessions



or Sessions of the Peace) had also certain powers in criminal matters "out of sessions," that is, sitting apart from the mass of their fellow Justices of the Peace. There were thus four courts of criminal jurisdiction (*a*) the Court of King's Bench, (*b*) a Court of General Gaol Delivery, (*c*) Quarter Sessions in each of the two Districts, and (*d*) Justices of the Peace out of Quarter Sessions in each District.

To understand these fully the contemporary English law must be considered.

(*a*) The Court of King's Bench in England was historically a portion of the Curia Regis, Aula Regis, or Council of the King. At this time it had in addition to civil jurisdiction on its *plea* side (which will be passed over for the moment), also on its crown side "full cognizance of all criminal causes from high treason down to the most trivial misdemeanour or breach of the peace." The judges of the court are the supreme coroners of the kingdom, and are Justices of the Peace *ex officio*. They like the other King's Courts at first generally followed the King wherever he might be in his kingdom. By chapter 17 of Magna Charta it was agreed that "Common pleas shall not follow our Court, but shall be held in some fixed place," and thereafter the Court of Common Pleas, which had already ceased in great measure to follow the King's Court and had established itself at Westminster, continued to sit at Westminster and at Westminster only. But no such provision was made for the Court of King's Bench. For some years, however, the Court of King's Bench also held its sittings at Westminster; but in 1234, Henry III began to have it follow in his train, holding its sittings where he might be for the time being. This practice was followed by his son and successor, Edward I, who in 1300 ordered the justices of his bench to follow him; and it was not till some years later that the Court of King's Bench came to have its sittings permanently in Westminster. Even then there was no prohibition, statutory or otherwise, against it sitting elsewhere, and it is known that it did so occasionally, e.g., it removed to Oxford in 1665 on account of the plague; but in general, the court did not sit elsewhere than in Westminster.

Every Englishman had a right to be tried by his peers and by a jury of "the vicinage," i.e., a jury of the county in which the alleged offence was committed. Accordingly, when a case was to be tried, a jury of the county had to be called; to send a jury from a remote county to Westminster was as intolerable a burden as it would be to have all accused persons sent there for trial. This, however, was done when the case was to be tried by the Court of King's Bench at Westminster and a similar inconvenience was experienced when the court was peripatetic.

Accordingly, very early, commissions were issued for the holding of courts of Oyer and Terminer and courts of General Gaol and courts of General Gaol Delivery for the trial of alleged crimes in or near the place of their occurrence. The commission of Oyer and Terminer authorized the persons named in the commission to try all cases in which the indictments had been found before them; that of General Gaol Delivery authorized them to try all cases of crime alleged against anyone in the gaol of the place named in the commission. From and after 1328, at the latest, commissions of Oyer and Terminer and of General Gaol Delivery regularly issued to

Judges of Assize and formed part of the authority under which they performed their office.

(b) The court of General Gaol Delivery is the court held under the commission of General Gaol Delivery. In the new Province of Quebec, there was to be one held by the Chief Justice of the province with the Court of Assize in Montreal once a year. There was no need of a Court of General Gaol Delivery at Quebec; the Court of King's Bench sat there as the Court of King's Bench, just as the English Court of King's Bench sat at Westminster, and in certain cases tried criminal cases there.

(c) The Courts of Quarter Sessions were holden by Justices of the Peace. Justices of the Peace date back to the time of Edward III and were first "assigned" under the statute of 1327. Within three years their power to receive indictments was acknowledged, but while some of them seem to have been included in commissions of Oyer and Terminer and General Gaol Delivery, it was not till 1344 that they obtained any judicial power; in 1350 they were required to hold their sessions in every county four times a year, and at all times needful to enforce the Statute of Labourers, and in 1360 they received authority "to hear and determine at the King's suit all manner of felonies and trespasses done in the same county." Ever since there have been meetings in each county of the Justices of the Peace in their sessions which were called Quarter Sessions, as they met four times in every year.

At the time now under discussion the Court of Quarter Sessions, while it had in theory the right to try all felonies, had ceased to exercise that power in cases involving the death penalty. There is no doubt that as late as the 16th century many persons were hanged on the sentence of the Quarter Sessions, but in Blackstone's time he informs us "they seldom if ever try any greater offences than small felonies within the benefit of clergy, their commission providing that if any case of difficulty arises they shall not proceed to judgment but in the presence of one of the justices of the Court of King's Bench or Common Pleas or one of the judges of Assize, and therefore murders and other capital felonies are usually remitted for a more solemn trial to the assizes." The form of the commission of the peace at the time would now be considered curious. It gave the Justices of the peace (in their Sessions) power to enquire by the oath of good and lawful men of their county "of all and all manner of felonies, poisonings, enchantments, sorceries, arts, magic, trespasses, forestallings, regratings, ingrossings and extortions whatsoever. And of all and singular other crimes and offences, etc., and also of all those who have there lain in wait or hereafter shall presume to lie in wait to maim or cut or kill our people. And also of all victuallers and all and singular other persons who in the abuse of weights and measures or in setting victuals against the form of the ordinances and statutes . . . . have offended or attempted . . . . and the same offenders and every of them for their offences by fines, ransoms, amerciements, forfeitures and other means . . . . to chastise and offend."

(d) Justices of the Peace, in addition to trying with a jury at their Quarter Sessions, had the power, sometimes one alone, sometimes two together, to try certain inferior offences without a jury. These powers were generally given by statute, and are too numerous to be here enumerated. Where two



or more Justices of the Peace met (not in the Quarter Sessions) for the execution of some power vested in them by law, the meeting was called a Petty or Petit Session, while a Special Session was a meeting holden on a special occasion for the execution of some particular branch of their authority.

Before leaving the criminal courts it should be said that the Court of King's Bench had a kind of supervision over all the lower courts; proceedings in all inferior courts could be removed into the Court of King's Bench as proper cases by a writ of *certiorari*.

B. CIVIL COURTS: It has already been stated that the Superior Court of Judicature—Court of King's Bench, erected by the ordinance we have been considering, had jurisdiction in all civil as well as in all criminal causes. The Chief Justice of the Province, in addition to presiding in the Court of King's Bench, also held a Court of Assize at Montreal and Three Rivers once a year. This court tried but did not deliver judgment in cases in the Court of King's Bench coming from these places. But there was another court instituted by that ordinance, "an inferior Court of Judicature or Court of Common Pleas . . . with power and authority to determine all property above the value of ten pounds, with a liberty of appeal to either party to the Superior Court or Court of King's Bench where the matter in contest is of the value of twenty pounds or upwards. All tryals in this court to be by juries if demanded by either party; and the court to sit and hold two terms in every year at the town of Quebec at the same time with the Superior Court or Court of King's Bench. Where the matter in contest in this court is above the value of three hundred pounds sterling, either party may (if they think proper) appeal to the Governor and Council immediately, and from the Governor and Council an appeal lies to the King and Council, where the matter in contest is of the value of five hundred pounds sterling or upwards.

"The judges in this court are to determine agreeable to equity, having regard nevertheless to the laws of England as far as circumstances and present situation of things will admit, until such time as proper ordinances for the information of the people can be established by the Governor and Council agreeable to the laws of England. The French laws and customs to be allowed and admitted in all causes in this court between the natives of this province where the cause of action arose before the first day of October, 1764. Canadian Advocates, Proctors, etc., may practice in this court."

A fourth kind of civil court erected by this ordinance was the Quarter Sessions in each district. The Justices of the Peace of each district were given power to hold Quarter Sessions in their respective districts every three months in every year, three justices to be a quorum; at these courts were heard and determined "all causes and matters of property which shall be above the sum of £10 (\$40.00) and not exceeding £30 (\$120.00) current money of Quebec, with liberty to appeal to either party to the Superior Court or Court of King's Bench."

The right of appeal is given in cases in the Quarter Sessions of £10 Quebec currency and over; in the Common Pleas of £20 (probably Quebec currency).

The fifth and last kind of Court of Civil Jurisdiction erected by this ordinance was that of Justices of the Peace in each district. Any one Justice of the Peace could hear and determine (within his district) all causes or matters of property not exceeding £5 (\$20.00) Quebec currency, and any two all causes or matters of property not exceeding £10 (\$40.00) no appeal being allowed in either case.

The courts, then, of Civil Jurisdiction were (a) the Court of King's Bench sitting at Quebec twice a year; (b) the Court of Assize sitting at Montreal and Three Rivers once a year; (c) the Court of Common Pleas sitting at Quebec twice a year; (d) two Courts of Quarter Sessions sitting at Quebec and Montreal respectively four times a year; (e) an indefinite number of Justices of the Peace courts, sitting where and when convenient.

(a) The Quebec Court of King's Bench had for its prototype the Court of King's Bench in England which had civil as well as criminal jurisdiction. When the Court of Common Pleas (or Common Bench) split off from the remainder of the Aula Regia it took with it the jurisdiction over real actions, that is, actions which concern the right of freehold or the realty, and over these it retained exclusive jurisdiction. But while the Court of Common Pleas had jurisdiction over all other pleas between man and man, the Court of King's Bench also asserted jurisdiction over many of these also—it took “cognizance of all actions of trespass or other injury alleged to be committed *vi et armis* (with force of arms) of actions for forgery of deeds, maintenance, conspiracy, deceit and actions on the case which allege any falsity or fraud; all which savour of a criminal nature.”

Long before the times of which we are now writing, the Court of King's Bench had acquired jurisdiction over all kinds of personal actions, and while it never entertained what were technically known as real actions, the title to land could be tried in this court by the operation of certain legal fictions, so that for all practical purposes the Court of King's Bench had at this time in England full civil as well as full criminal jurisdiction.

The Quebec Court of King's Bench was given the like power. All cases in the new court were to be tried by a jury and decided according to the Laws of England and the ordinances of the province.

(b) There is no need of going into the most remote history of the English Courts; 1285 is sufficiently far back.

When the pleadings in the Court of King's Bench or the Court of Common Pleas were completed, and it was known what was to be tried, it might be that a trial at bar was ordered, i.e., a trial before the court itself at Westminster or wherever the court sat. This necessitated sending a jury of the vicinage up to Westminster, an unreasonable burden for those in distant parts of the realm.

By the Statute of Westminster, 2nd, it was provided in 1285 that two justices should be assigned, before whom and no other Assizes of Novel Disseisin, Mort-d'ancestor and Attaints should be taken, and that these should take the Assizes and Attaints, not more than three times in the year. When the trials were had the records were to be returned into the court whence they came and judgment was entered in that court.

This may be taken as the formal beginning of the *nisi prius* system; it was made more effective in 1340 by the well known statute of that year,



34 Edward III, st. 1, c. 16. The meaning of this is that when the pleadings in an action in the Court of King's Bench or Common Pleas (also later in the Exchequer) were completed and it was not to be tried at Bar, the Record of Pleadings was sent to the county where the case should be tried; the Sheriff of the county was ordered to call a jury to try the case at Westminster on a particular day unless before (*nisi prius*) the day fixed the judge of Assize come into the county—this he was sure to do.

It has been pointed out that the "Judges of Assize" had three commissions of criminal validity, (1) commission of the peace; (2) of Oyer and Terminer; and (3) of General Gaol Delivery; they had also two of civil import; (4) of Assize; and (5) of *nisi prius*. The commission of Assize enabled them to take "Assizes," that is, the verdict of a jury in certain peculiar species of action relating to land called an "Assize," now long obsolete; the commission of *nisi prius* empowered them to try all questions of fact then ripe for trial by jury.

The civil courts under these circumstances by the time we are now considering were really *nisi prius* courts, but the old name Assizes was retained (as indeed it is till this day). This is the "Court of Assize" which was to be held by the Chief Justice once a year at Montreal and Three Rivers.

(c) The English Court of Common Pleas had jurisdiction exclusive in real actions and concurrent in personal actions "pleas between man and man," but none in criminal matters; its actions were generally tried at *nisi prius* and all with a jury. The Quebec Court of Common Pleas had no exclusive jurisdiction but it had concurrent jurisdiction with the King's Bench in civil actions above £10. Cases were tried without a jury unless either party desired a jury. It had no criminal jurisdiction.

(d) The Courts of Quarter Sessions had in England an extremely limited civil jurisdiction not extending beyond highways, bridges, the care of illegitimate children, the poor laws, apprentices and servants' wages—the jurisdiction given to the Quarter Sessions at Quebec and Montreal had no precedent in England.

(e) Justices of the Peace out of Sessions had little civil jurisdiction and this wholly statutory; nothing like that given by the ordinance to the Colonial Magistrates was to be found in England.

APPEALS: In England and in Canada there was no appeal in criminal cases; but the Court of King's Bench might in either country have the record of inferior courts brought up on certiorari to examine into the regularity, etc., of the proceedings.

(a) In civil cases in England there was an appeal from the Court of King's Bench to the Court of Exchequer chamber (composed of all the judges of the Court of Common Bench and the Barons of the Court of Exchequer) with a further appeal to the House of Lords. In the colonial court an appeal was given from the Court of King's Bench to the Governor and Council when the matter in contest was over £300 and a further appeal to the King in Council when over £500. This was quite in accord with colonial practice; while the House of Lords was (and is) the final court of appeal in cases (speaking generally) from the British Isles, the King

in Council, i.e., (in practice) the Judicial Committee of the Privy Council is the final court of appeal for all the rest of the British world.

(b) The record in the Court of Assize was sent up to the Court of King's Bench and the judgment entered in that court, there could, therefore, be an appeal from this court. Motions for new trials, etc., were made in the Court of King's Bench.

(c) In England at this time a writ of error in the nature of an appeal lay to the Court of King's Bench from the Court of Common Pleas; cases which the judges in the Court of Common Pleas considered of great weight and difficulty were sometimes adjourned into the Court of Exchequer chamber before any judgment was given on them in the court below. In such cases, the Court of Exchequer Chamber consisted of the Judges of the three Superior courts, King's Bench, Common Bench and Exchequer and sometimes the Lord Chancellor also.

In the Quebec ordinance an appeal is given from the Court of Common Pleas to the Court of King's Bench in cases involving over £20; to the Governor and Council over £300 sterling, with a further appeal to the King in Council of £500 or upwards.

(d) From the Quarter Sessions in the colonies an appeal lay to the King's Bench.

(e) From the Justices of the Peace out of sessions there was no appeal.

**THE LAW ADMINISTERED:** In the Court of King's Bench and apparently in the Quarter Sessions and before Justices of the Peace the law of England was prescribed.

In the Court of Common Pleas the direction was indefinite and puzzling—the judges were “to determine according to equity, having regard nevertheless to the laws of England as far as the circumstances and present situation of things will admit.” Equity had already acquired the meaning “principles upon which the Court of Chancery acts in deciding cases.” These principles, where they differed from the common law of England, were mainly derived from the Roman civil law, the ultimate basis of the French-Canadian law. This Court was intended chiefly for French-Canadians, and the judges were left at liberty to apply the French-Canadian law, and in fact the ordinance was generally interpreted as prescribing this law. The French-Canadian law was made to apply to causes of action between French-Canadians arising before October 1, 1764; this was to allow the eighteen months to elapse which had been provided for in the Treaty of Paris to enable them to choose their allegiance. After that time they could not complain if they did not enjoy the benefit of their former laws.

**THE COURTS IN ACTUAL OPERATION:** As was to be expected there was considerable friction in the administration of law by these various courts, some arising from intolerance and race hatred and some from the nature of things.

At the first Quarter Sessions at Quebec after this ordinance holden in October, 1764, the Grand Jury made a presentment complaining that Roman Catholics “impanelled on grand and petty juries even where two Protestants were partys” and “we therefore believe that the admitting of persons of the Roman Religion, who own the authority, supremacy and jurisdiction of the Church of Rome as jurors is an open violation of our most sacred laws



and libertys and tending to the utter subversion of the Protestant religion and His Majesty's power, authority, right and possession of the Province to which we belong.

The question was submitted to the law officers of the Crown, and they gave opinion that the Roman Catholics in Canada were not within the prohibitions against Roman Catholics in England. Governor Murray received instructions to have an amending ordinance passed: he left for England, but the acting Governor had a new ordinance passed July 1, 1766, placing the matter beyond doubt.

This ordinance specially provided "That all His Majesty's subjects in the . . . Province of Quebec, without distinction, are intituled to be impannelled and to sit and act as jurors in all causes, civil and criminal, cognizable by any of the courts or judicatures within the said province. . . . And that in all civil causes or actions between British born subjects and British born subjects, the juries in such cases or actions are to be composed of British born subjects only. And that in all causes or actions between Canadians and Canadians, the juries are to be composed of Canadians only; and that in all causes or actions between British born subjects and Canadians the juries are to be composed of an equal number of each, if it be required by either of the parties in any of the above-named instances."

The Justices of the Peace Courts, especially those of single Justices, speedily got into disrepute; it was charged, and apparently with truth, that some of the Justices of the Peace stirred up strife and litigation so as to bring grist to their mill. The Quarter Sessions did not escape criticism; it was pointed out that there was no Justices of the Peace in Canada with such knowledge of the law that they could properly charge the jury.

At length an ordinance, passed February 1, 1770, took away the jurisdiction to try civil actions altogether from the Sessions and Justices of the Peace and directed that all cases involving not more than £12 Quebec currency (\$48.00) should be tried by the Judges of the Court of Common Pleas only and by them finally determined "as to them shall seem just in law and equity." The judges were directed to appoint one day in each week (except in vacation) for the trial of such cases over £12, and not to adjourn for more than a week on any pretence; and every Friday for cases not over £12, these one judge might dispose of.

Two terms in the year soon became too few for speedy justice. July 26, 1766, a new term, Michaelmas Term, was created, beginning October 15 for the Courts of King's Bench and Common Pleas. This was not wholly effective and the ordinance already mentioned (February 1, 1770) absolutely divided the Court of Common Pleas, making two Courts of Common Pleas, one at Quebec and one at Montreal, wholly separate from each other, and ordering the judges of both courts to keep their courts open all the year round "except on Sundays and three weeks at seed time, a month at harvest and a fortnight at Christmas and Easter, and except during such vacation" as was necessary for the judges to make their circuits twice a year. Another difficulty necessarily arose from the different law administered in the King's Bench and in the Common Pleas. When the cases came to be considered in the King's Bench in appeal from the Common Pleas, the Chief Justice found himself in great difficulty; his commission directed him to

decide according to the laws of England while the ordinance directed the judges of the Court of Common Pleas to decide according to equity (which was commonly understood to mean the French-Canadian laws). The Chief Justice cut the knot by considering himself a judge of second instance bound by the same laws as were the judges of the first instance in the Court of Common Pleas; but the anomaly of different rules of decision according to the court selected continued. The Court of King's Bench was most affected by the "old subjects," the practice was the same as in the King's Bench in England and highly technical. No one but English lawyers practiced in it and the proceedings were as a rule in English. In the Court of Common Pleas the proceedings were far from formal; they were drawn up in any form and style the parties or their advocates thought proper, in French or in English, according as the attorney was Canadian or English, most frequently in French, as the court was sought chiefly by the Canadians and they had Canadian lawyers. The Canadian lawyer was notary, attorney, barrister, proctor and even land surveyor all in one, and did not like to be excluded from the highest court. The ordinance of September 17, 1764, gave him the right to practice in the Common Pleas only; this was rectified by the ordinance of July 1, 1766, which directed that "His Majesty's Canadian Subjects" should be permitted to practice in all the courts in the Province as "Barristers, Advocates, Attorneys, and Proctors."

The wholly unsatisfactory state of the practice in this court was put an end to by the ordinance of February 1, 1770, which prescribed forms, etc., allowed either the French or English to be used, and generally laid down a simple and satisfactory code of practice, so that he may run that readeth it, and the wayfaring men unless they are fools shall not err therein.

**THE COURTS:** As we have seen, the Quebec Act of 1774 put an end to all existing ordinances, courts, etc., in the Province as of May 1, 1776. Apparently it had been intended to send out to the Colony for its enactment there an ordinance for the establishment of Courts, etc.; this seems not to have been done. The rapidly growing troubles in the Thirteen Colonies interfered with the immediate carrying into effect the Royal Instructions to Carleton, January 3, 1775, to establish Courts. He declared martial law in the province June 9, and it was not till 1777 that affairs became sufficiently settled in the province to care for ordinary civil administration. Montgomery having been killed, and Arnold and Wilkinson having retreated from Canada on February 25, 1777, an ordinance was passed establishing Courts of Civil Jurisdiction and March 4, 1777, one establishing Courts of Criminal Jurisdiction.

The Criminal Courts were: (1) the Court of King's Bench, holding two sessions each year in Quebec and two in Montreal (with power to the Governor to issue commissions of Oyer and Terminer and General Gaol Delivery at any time; (2) Courts of Quarter Sessions in each of the two districts, meeting four times a year; (3) Courts of the Coroner of each District to be held by him or in his absence by the Captains of Militia in their respective parishes. The civil courts were (1) the two Courts of Common Pleas in the two districts. Causes of action were divided into two classes, those not more than £10 sterling and those more than £10 sterling. For the former class one day in every week was to be set, and for the latter another day (excepting three



weeks at seed time, a month at harvest and a fortnight at Christmas and Easter, and vacation appointed by the judges for taking their circuits); for the former one Judge was enough and there was no appeal (except in certain cases). For the latter two judges were required, and there was an appeal to the Governor and Council, the Chief Justice presiding in the absence of the Governor and Lieutenant-Governor; this "Superior Court of Civil Jurisdiction" was to sit the first Monday of every month during the year, with power "to revise all errors both in fact and in law and to give such judgment as the Court below ought to have given." The judgment of the court was final (except in certain special cases) if the amount in dispute should not exceed £500 sterling in the special cases, and in all cases above £500 an appeal lay to the King and Council, i.e., the Privy Council.

It will be seen that the Court of King's Bench was deprived of its civil jurisdiction, no doubt because the English civil law was no longer to be administered, and became a purely criminal court. The courts of Assize and nisi prius of course disappeared; the courts of Common Pleas sat and tried the cases themselves.

In 1785 special provision was made for the convenience of new settlers. The ordinance 25 George III., c. 5, passed April 30, 1785, provided "for the ease and convenience of His Majesty's subjects . . . in the upper parts of this Province" by authorising any Justice of the Peace to issue a writ of summons calling before him any person in the said districts and hear and determine any cause for the recovery of a debt more than 2s. 6d. (50 cents) and not more than 40s. (\$8.00). Any two Justices of the Peace could hear and determine up to and over 40s. up to £5 (\$20.00) with costs up to 3s. (60 cents) or 5s. (\$1.00) respectively, giving the debtor such time to pay (not more than five months) as the court should think reasonable, and also to allow the debt to be paid in instalments if thought advisable.

It will be seen that the part of the upper country here described afterwards became the districts of Lunenburg and Mecklenburg.

These were the courts in existence when Lord Dorchester created the four new districts of Lunenburg, Mecklenburg, Nassau and Hesse in 1788.

The western country filled up, an ordinance was passed April 30, 1787, authorising the Governor to form new districts by patent under the Great Seal of the Province, and this as we have seen he did by patent July 24, 1788.

In each of the districts a court of Common Pleas was erected with the same jurisdiction and the same practice as the courts of Common Pleas in the districts of Quebec and Montreal. It will be necessary now to set out the practice in these courts of Common Pleas.

There had been an administration of justice Act passed February 1, 1770, but this came to an end May 1, 1775, by the provisions of the Quebec Act, 1774; the ordinance passed February 25, 1777, did not prove wholly satisfactory, and April 21, 1785, a new ordinance to regulate the proceedings in the courts of civil judiciary was passed.

This divided actions into two classes: (a) those above £10 sterling and (b) those not above £10 sterling.

In the former class the plaintiff drew up a declaration (i.e., a paper writing setting out the cause of action, etc.), he presented the declaration to one of the judges of the Court of Common Pleas; if a cause of action appeared the judge made an order for the issue of a writ of summons; on this order being produced to the clerk of the Court, he issued a writ of summons (French or English according to the language of the defendant) in the name of the King, tested (i.e., "witnessed") in the name of the judge to the sheriff to serve upon the defendant and commanding such defendant to . . . . appear in such Court to answer to the plaintiff on a day appointed by the judge in the order . . . . regard being had to the season of the year as well as to the distance of the defendant's abode or place of service from the place where the court may sit." Service of a copy of the writ of summons and declaration was made either upon the defendant personally or upon some grown person belonging to the family and at his house. Special provision was made for the case of a defendant not personally served who was absent beyond the Long Sault (on the Ottawa, or beyond Oswegatché (Ogdensburgh) in the upper part of the province, or below Cape Cat or the Seven Islands in the Lower St. Lawrence. In case of a debt exceeding £10 sterling, if it was sworn that the defendant was about to leave the province and the plaintiff be thereby deprived of his remedy, a *capias* might be ordered by the judge or judges to hold the defendant till he put in bail.

If the defendant did not appear in person or by attorney, a default was noted; if, on calling over the action on the next weekly court day, the defendant again fails to appear without good reason for his defence the plaintiff proved his case and got judgment and execution. If the defendant appeared on the return day or on the next weekly court day (on paying the costs of default if any) he was allowed on that day or some subsequent day to set up his defence, orally or in writing, if verbal the clerk took it down, if in writing it was filled in court. If the plaintiff did not appear to support his actions it was dismissed with costs. Juries were allowed at the option of either party in debts, etc., of a mercantile nature (between merchant and merchant, trader and trader) and of "personal wrongs committed" the agreement of nine out of twelve jurors to be sufficient; in cases between natural-born subjects of Great Britain, Ireland or the American Plantations and Provinces, the jurors to be the same; between Canadians, Canadians; and between natural-born subjects and Canadians, half of each. In all commercial matters the rules of evidence laid down by the laws of England to govern. If neither party desired a jury, the case was tried by the judges (at least two). All merchants or traders of full age and all householders or occupants of lodgings of the value of £15 per annum, being of full age, were qualified as jurors. .

In case of appeal, a writ of appeal was made out, tested, and signed by the Governor, Lieutenant-Governor or Chief Justice; this was produced to the court below, and when the appellant had given the requisite security the proceedings were transmitted to the Court of Appeal, i.e., the Governor in Council; the appellant within eight days filed his reasons of appeal, or his appeal was in peril of dismissal: the respondent within eight days filed



his answer or he stood in peril of not being allowed to do so; then a day was fixed for the hearing and the appeal was argued and decided.

Where the claim was £10 sterling or under the plaintiff prepared or procured from the clerk a formal declaration setting out the amount of his claim; at the foot of the declaration the clerk wrote out a summons which was signed by one of the judges calling upon the defendant to appear before the court on a day named; a copy of the summons and of the declaration was served on the defendant as in the other class of cases. If he did not appear, the judge (one judge was sufficient) heard the plaintiff and gave judgment accordingly; if he did appear and the plaintiff did not appear to support his claim, the action was dismissed with costs; if both appeared, the cause was heard and judgment given accordingly with costs; execution issued eight days later. Whether the claim was above £10 or not, if any debtor conveyed away his goods or concealed them or kept them from being seized, execution might go against his person and he be kept in prison until he paid; in commercial matters, between merchants or traders, and for debt due to merchants or traders for goods sold, execution might go against the person of the debtor; but after being in prison one month, the debtor might obtain his release on filing an affidavit that he was not worth £10 unless the plaintiff allows him 3s. 6d. a week (or in times of scarcity the court may allow 5s.); whenever the plaintiff failed to pay this "subsistence money" the defendant was released from gaol.

It will be seen that the actions were begun by writ of summons or by simple summons, according as the cause of action was more or not more than £10, just as in our present practice we have the simple summons in the lowest or Division Court, but the writ of summons in the higher courts.

The original practice in the Court of Common Pleas laid down by the ordinance of September 17, 1764, was "The first process of this Court to be an attachment against the body, an execution to go against the body, lands or goods of the defendant." The "attachment against the body" was what is called in law a *capias ad respondendum* (often contracted into *ca. re*); one having a cause of action against another took out a writ of *ca. re.*, handed it to the sheriff, who arrested the defendant until he put in bail to pay the amount claimed. This was in practice (if not quite in theory) the first process in the Court of Common Pleas in England at the time; in the Court of King's Bench a practice not unlike this was very commonly adopted, though that court had technicalities of its own.

The French-Canadians were dismayed at this practice; they protested and petitioned: "We have seen with grief our fellow-citizens imprisoned without being heard, and this at considerable expense, ruinous alike to the debtor and creditor." The Attorney-General of the Province, Francis Maseres, at the instance of the Governor, Sir Guy Carleton, drew up and presented a report, on September 2nd, 1769, in which he said, *inter alia*, "Arrests of the body for debt are used in the first instance both upon suits in the Court of King's Bench and suits in the Court of Common Pleas, and even upon suits instituted before Justices of the Peace. This is a part of the English law that a good deal surprised and alarmed the Canadians upon its first introduction, as it carried an appearance of much greater severity than was practiced under their own laws, which allowed of im-

prisonment only in criminal proceedings and in some few civil suits grounded on bills of exchange or other instruments of a commercial nature, and then only in the beginning of the suit; but now (1769) they are grown accustomed to this way of proceeding, and frequently put it in practice against each other." But he did not recommend the abolition of imprisonment on "final process," i.e., after judgment, as "many persons of good sense and character of both nations are of the opinion that, considering the great credit that has been given by persons in trade in this province and the knavish and trickish disposition that has appeared in many of those to whom it has been given, there is no other method of proceeding by which creditors can hope to obtain payment of their debts." As to arrest before judgment, he said: "Other persons are of a different opinion and think arrests of the body in the first instance an unnecessary piece of harshness in civil suits and wish it were restrained; and in this opinion we humbly submit it to your Majesty that we are ourselves inclined."

In the next ordinance concerning the Court of Common Pleas, i.e., that of February 1, 1770, it was provided that in cases not exceeding £12, no process was to issue after declaration filed, and while there is no express provision for a *capias ad respondendum* it was not abolished. This alleviated but did not destroy the grievance. We find the Home Solicitor-General, Wedderburn, in a Report, December 6, 1772, saying: "The Canadians, it is said, complain, and not without reason, of the arrest and imprisonment in civil cases . . . the arrest upon mesne process which is only used to compel appearance or answer may be abolished, and in lieu of it the plaintiff might be allowed after due summons to enter an appearance for the defendant." The Advocate-General, Marriott, in his Report, 1774: "As it appears that the Canadians have had so great an objection to arrests being dishonourable, and as arrests cause so much misery in a whole family who become a burthen upon the public, as they prevent every exertion of industry and render the morals of the prisoner much worse by confining him in company with the most abandoned criminals, it seems to me that in a commercial state it may be proper to take away arrests of the body in the first instance in civil causes under £10 unless there is an oath of two sufficient witnesses that the defendant is likely to withdraw himself out of the colony. To arrest an industrious man when personal labour is of so much value to the community is a public loss as well as a private one to the person who arrests; it is putting fetters upon that industry the exertion of which only could discharge the debt." He does not, however, advise the abolition of the arrest if the debt be £10 or over.

. When after the Quebec Act a new ordinance for regulating the proceedings in the courts, that of February 25, 1777, was passed, the *ca. re* was abolished except in cases over £10 sterling, where "the judges or any two of them are satisfied by the affidavit of the plaintiff or otherwise that the defendant is indebted to him and on the point of leaving the province where the plaintiff might be deprived of his remedy against him," then "it shall be lawful for the said judges or any two of them to grant an attachment against the body of such defendant and hold him to bail, and for want of bail to commit him to prison until the determination of the action against



him." No provision was made for a *ca. re.* in any case not exceeding £10 sterling.

The subsequent ordinance of April 21, 1785, gave to "one or more judges" (instead of "the judges or any two of them") the power in cases over £10 sterling on "affidavit of the plaintiff or his book-keeper or clerk or legal attorney" (instead of the "affidavit of the plaintiff or otherwise") that the defendant is indebted to the plaintiff in a sum exceeding £10 sterling" if "satisfied by the oath of the plaintiff or some other person that the defendant is immediately about to leave the province and whereby the plaintiff might be deprived of his remedy against such defendant" to grant a *capias* to hold him bail or in prison till two days after the execution might be obtained by the plaintiff if he succeeded.

Accordingly, except where the debt was over £10 sterling, no person could be thus arrested at all; and unless a debtor was about to leave the province he could not be arrested at all before judgment. This was the law in the Courts of Common Pleas in the four districts now Ontario, and was the law in Upper Canada till 1794. In that year the first parliament of Upper Canada abolished the four courts of Common Pleas and established a Court of King's Bench of full civil and criminal jurisdiction. By Section 5 it was enacted "that the original and first process of the said court shall be by writ of *capias ad respondendum*," and the English practice was again in full force. But except where it was made to appear on affidavit that the defendant owed a sum certain to the plaintiff and was about to leave the province with intent to defraud his creditors, the defendant could not be held to "special bail," "common bail," a mere formality was put in. With modifications it held its own for more than three-quarters of a century, receiving a death blow only in 1858. In a statute of that year it was enacted: "After the first day of September, A.D. 1858, no person shall be arrested upon mesne or final process in any civil action in any of Her Majesty's Courts in Upper Canada" (except those about to abscond owing at least £25, i.e., \$100).

The *capias ad satisfaciendum* had a somewhat similar history. It was a writ of imprisonment granted after judgment had gone against the defendant, and it may well be considered with the other forms of execution intended to satisfy the plaintiff's judgment.

The Ordinance of September 17, 1764, provided that in the Court of Common Pleas "An execution to go against the body, lands, or goods of the defendant."

At the time in England where judgment was for money either as debt or as damages the plaintiff might have execution of five kinds: (a) against the body of the defendant, (b) against his goods and chattels, (c) against his goods and chattels and the profits of his lands, (d) against his goods and chattels and the possession of his lands, or (e) against all three—body, goods and lands. But it was not allowed to sell the lands of the defendant, but a statute was passed in 1732 making lands in the Plantations or Colonies subject to simple contract debts and providing that in satisfaction of all debts execution which would go against goods and chattels should operate also against lands and tenements, so that the debtor's land could be sold, not simply occupied.

There never was any objection on the part of the French-Canadians to execution against goods or against lands, but they did object to execution against the body the *capias ad satisfaciendum*.

The objections to the *ca. re.* applied, though with less force, to the *ca. sa.* Maseres spoke in his report of the inconvenience of "the severity of the present method of proceeding in civil actions by arresting and imprisoning the defendant's body. This, by filling the gaols with unhappy debtors, increases the number of poor and helpless, and makes the families of the debtors, as well as the debtors themselves, become oftentimes a burden to the publick, and it is generally thought by the Canadians to be an unnecessary degree of harshness," and advises that "when judgment was given for the plaintiff in a civil action a writ of execution should go against the goods and lands of the defendant, but not against his person, directing the . . . officer . . . to levy . . . upon the defendant's movable goods and chattels, and in case they are not sufficient . . . to sell part of his land . . . if the . . . officer could not find a sufficient quantity of either movable or immovable property . . . and the judge was of the opinion . . . that there was reasonable grounds to suspect that the defendant had secreted or concealed some of his effects, he might require him to deliver in to the court upon oath an exact schedule of all his estates and effects of every kind, and if he refused to do so might commit him to prison until he complied."

A Committee of the Council having been appointed in 1769 to take into consideration the State of Administration of Justice, reported September 11, 1769, advising that in all executions where the debt and costs do not amount to £10 Halifax currency (\$40.00) no *capias ad satisfaciendum* to arrest or detain the body of the defendant should be granted.

The Ordinance of February 1, 1770, provided for a *ca. sa.* in all cases over £12 Quebec currency, but where the judgment was not over £12 the execution was first on goods and chattels; if these were insufficient an enquiry was made as to the defendant's lands, their extent, and whether sowed or reserved for hay, whereupon the judge might issue another writ to take possession of the land "immediately after the reaping or mowing of the same" and take the crop. If the defendant conveyed away or secreted any of his goods, a *ca. sa.* might be granted. There was to be no execution against houses or lands unless the debt exceeded £12 Quebec currency.

Then came the ordinance of April 21, 1785, which provided that in causes exceeding £10 sterling an execution should issue "to take the body or to levy a sum of money out of any one's goods and chattels, lands, and tenements"; where the claim did not exceed £10 sterling execution against the body, as well as where above £10 if the defendant should convey away or secrete his effects or should with violence or by shutting up his house, store or shop, oppose his effects being seized.

Moreover, as we have seen, "for the satisfaction of all judgments given in commercial matters between merchants or traders, as well as of all debts due to merchants or traders for goods, wares, and merchandizes by them sold, execution shall issue not only against the goods, chattels, lands and tenements of the defendant, but also in case they do not produce the amount of the plaintiff's demand against his person, to be taken and conveyed into the prison of the district."



The practice of *ca. sa.* thus introduced into the territory afterwards Upper Canada continued; the Act of 1794 erecting the Court of King's Bench in Upper Canada introduced the English practice of *ca. sa.*; this after being amended from time to time disappeared in 1858 and 1859.

The ordinance of April 30, 1789, enacted that in all trials in Courts of Oyer and Terminer and General Gaol Delivery, where the Chief Justice did not preside, sentence should not be executed until the pleasure of the Governor should be known; and that copies of the proceedings should be sent to the Governor with all convenient speed; these provisions not to apply where the sentence did not extend to life or limb or any greater penalty than £25 sterling.

The like provisions were made for the Quarter Sessions, where there was a fine of £25 sterling and upwards.

Until safe gaols should be built in the new districts, the Courts of Oyer and Terminer might send any prisoner convicted before them of a capital offence to any prison they should designate for safety.

To avoid the cost of unnecessary detention of prisoners, larceny of not more than 20 shillings sterling should be considered simple larceny (instead of one shilling as in England); and whenever any one was in gaol charged only with a breach of the peace or simple larceny, and did not give bail within forty-eight hours any three Justices of the Peace could try him and give him (on conviction) such "corporal punishment (not extending to life or limb)" they should see fit, and after the execution thereof he should be discharged. If he had not a stated residence within the province for at least 12 months they might require him to enter into recognizances for good behaviour for seven years.

In the district of Hesse "until the Bench . . . . should have three judges . . . . all the powers and authorities of the whole number shall be vested in . . . . the first judge thereof." Yearly circuit courts with civil jurisdiction were expected to be necessary in the northern part of Hesse, i.e., at Michilimacinac, and power was reserved to the Governor and Council to form them; and the Court of Hesse was not to be ousted of jurisdiction by reason of the cause of action not having arisen in that district or by reason of the defendant not being domiciled therein; nor was anyone to shelter himself behind the "Laws of prescription or limitation which pre-suppose a state of general tranquillity and the easy and frequent course of justice." No such plea should be allowed except in cases in which the cause of action accrued after Jan. 1, 1790. In the four districts and in Gaspé where the title to the freehold came in question, evidence according to the laws of England or to the French-Canadian laws should be allowed. Movables when seized by the Sheriff should be advertised at the church door of the parish on the first Sunday thereafter, or, if there was no church, at the door of the Court House and the nearest grist mill; and they were not to be sold until till fourteen days after such notice. Lands were to be advertized three times in writing in the Court House door, in the office of the Clerk of the Court, and at the nearest grist mill and sold not less than four months after the first publication.

WILLIAM RENWICK RIDDELL.

## REFERENCES.

(1) Fourth Report of Bureau of Archives, Ontario, 1906, pp. 2, Sqq. Kingsford's History of Canada, Vol. V, p. 142.

(2) (1774) 14 Geo. III, c. 83 (Imp.). The historic quarrel between Edmund Burke and Charles James Fox took place during the Debate in the House of Commons on this Bill. 29 Hansard, pp. 103-113, 359-430.

(3) 32 George III, s. i (U.C.).

(4) "Seventh Report of the Bureau of Archives for the Province of Ontario," Toronto, 1910, p. 101. "Sixth Report of the Bureau of Archives for the Province of Ontario," Toronto, 1909, p. 17.

(5) The two Provinces of Upper Canada and Lower Canada were united into one Province of Canada by the Union Act (1840), 3, 4 Vic., c. 35 (Imp.). The thirteenth and last Parliament of Upper Canada was prorogued Feb. 10th, 1840. The first of the Province of Canada began June 14th, 1841.

The old Province of Canada was united with New Brunswick and Nova Scotia by "The British North American Act, 1867," 30, 31 Vic., c. 3 (Imp.), as of July 1st, 1867. The eighth or last Parliament of the Province of Canada was prorogued August 15th, 1866; the first Parliament of the Dominion of Canada began November 6th, 1867. The Parliaments of Upper Canada and of the Province of Canada had full jurisdiction, civil and criminal. Under the present system, while speaking generally, the Province has civil and the Dominion has criminal jurisdiction, still there are many most important branches of civil law in the Dominion's jurisdiction (e.g.), bills, notes, cheques, banking, etc., while the Province has power to create what are in reality crimes whatever the offences may be called (e.g., offences against the liquor laws).

(6) Many interesting details of the British occupation of what is now Michigan and Wisconsin will be found in the publications of the Michigan Historical Society. Of what is now Illinois and Indiana, in those of the Illinois State Historical Library (all in the Riddell Canadian Library). I do not here particularize more than is necessary to explain the jurisdiction of the Courts of Upper Canada.

(7) See Note 6.

(8) Most of the old school and a few of the modern school of American historians make much of the alleged perfidy of Britain in refusing to deliver up the posts on the right side of the international waters, but the matter was a perfectly simple one. The Treaty, by article 4, expressly provided that "creditors on either side shall meet no lawful impediment to the recovery of the full value in sterling money of all *bona fide* debts heretofore contracted." Some of the States had passed legislation which prevented British creditors from recovering their debts from American debtors, and these States refused to repeal these obnoxious laws which the State Courts held to be valid. Britain kept possession of the Forts at Dutchman's Point, Point au Fer, Oswegatchie, Oswego, Niagara, Buffalo, Detroit, Michilimacinae, and in answer to repeated representations said most firmly that she intended to remain in possession until redress should be given to her subjects. Finally by "Jay's Treaty," 1794, the United States agreed to pay these claims, and Britain gave up all the Posts, 1796.

(9) At that time there was no appeal in serious criminal cases at all. There was in cases of felony no power anywhere even to grant a new trial. In one case, *The Queen v. Scaife* (1851), 17 Adolphus and Ellis, Queen's Bench Reports, New Series, 238, the Court of Queen's Bench did make an order for a new trial at the instance of a prisoner who had been convicted of robbery at the York Assizes before Mr. Justice Cresswell. No precedent for such an order was cited or can be found, and the decision is disapproved by the Judicial Committee of the Privy Council in *Attorney-General of New South Wales and Bertrand* (1867) Law Report, 1 Privy Council, 520, also reported in Volume 16 of the Law Times New Series, p. 752. In *The King v. Inhabitants of Oxford* (1811), 13 East's Report of Cases in the King's Bench, pp. 410, 415 (note), it is said that there is no instance of a new trial being granted in a capital case. All the authorities up to that time (1811) are carefully collected in that case.

Sometimes a new trial would be granted in cases of misdemeanor, but such cases were very few. See "New Trial at the Common Law," 26 Yale Law Journal, pp. 58 Sqq. (November, 1916).

No right of appeal to the Privy Council was contemplated in criminal cases by this Proclamation.



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UPPER CANADA

DISTRICT OF HESSE

RECORD OF THE

Court of Common Pleas

L'ASSOMPTION

1789

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# UPPER CANADA

## DISTRICT OF HESSE

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### Record of the Court of Common Pleas

L'ASSOMPTION, 1789

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Court of Common Pleas held at L'assomption in the said District on Thursday, the sixteenth day of July, one thousand seven hundred and eighty-nine.

Province of  
Quebec,  
District of Hesse,  
16 July, 1789.

Present: The Honourable William Dummer Powell, Esquire, First Judge of the said Court, etc.

The plaintiff by his Attorney Walter Roe, filed his declaration, and the defendant being called thrice and not appearing: It is ordered that a default be entered against him.

John Robert  
McDougall,  
of Detroit,  
Gentleman,  
vs.  
Isaac Germain,  
Serjeant in the  
Sixty-fifth  
Regiment.

The plaintiff by his Attorney Walter Roe filed his declaration. The defendant being called, and appeared in person; and by consent of the parties: It is ordered that the defendant do plead to this cause on the first Court day in October next.

Hugh Heward  
vs.  
Antoine Lasselle.

The plaintiff by his attorney Walter Roe filed his declaration. The defendant appeared and confessed the debt, that it was justly due to the plaintiff for his wages when employed both himself and his horse in the service of the Miamis Company at Sandusky, during the time the defendant was acting as agent for the said company, and that the defendant was the person that engaged the plaintiff with his horse, finding that the service of the company could not be carried on without him. The Court ordered judgment be recorded against the said Hugh Heward after the matter being duly considered that he the said Hugh Heward pay to the said James Heward for his wages the sum of fourteen pounds, one shilling and threepence and the sum of ..... costs as by him sustained with interest on the principal sum from the eleventh day of July last until perfect payment; reserving to the defendant his recourse for repayment from his employers.

James Heward,  
of Detroit,  
Labourer  
vs.  
Hugh Heward, of  
the same place,  
Gentleman, and  
agent to John  
Askin, Esq., and  
Others Trading  
under the Firm of  
the Miamis Com-  
pany.

Richard Dobie,  
of Montreal,  
Merchant,  
vs.  
John Martin,  
of Detroit,  
Merchant.

The plaintiff by Mr. Roe his attorney, filed his declaration and the defendant being called thrice and not appearing, it is therefore ordered that a default be entered against him.

Court adjourned to the 23rd of July, 1789.

T. SMITH,  
*Clerk.*

Province of  
Quebec,  
District of Hesse,  
23 July, 1789.  
T.S.

COURT OF COMMON PLEAS. Thursday, the twenty-third day of July, one thousand seven hundred and eighty-nine.

Present: The Honourable William Dummer Powell, Esquire, first judge of said Court, etc.

Leith & Shepherd  
vs.  
J. Bts. Laduc, fils.

Walter Roe, attorney for the plaintiff, filed his declaration, and the defendant after being called appeared in person and acknowledged his signature to a note of hand now filed in Court, but pleads minority at the time of subscribing the same and that it was not a debt of his contracting, whereupon the Court ordered the defendant to prove his allegations on the twentieth of next August.

Thomas Cox of  
Detroit (No. 2),  
vs.  
Guillaume  
Gyeaux, of the  
Parish of  
L'assomption,  
Yeoman.

Walter Roe, attorney for the plaintiff, filed his declaration. The defendant appeared in person and confessed judgment for the principal sum, but denied having ever agreed to pay interest to the plaintiff. Whereupon the Court ordered judgment to be recorded against the defendant to pay unto the plaintiff the principal sum of one hundred and sixteen pounds, eleven shillings and eightpence, currency of the province and interest to be thereon computed from the twentieth day of July last until perfect payment with the sum of ..... for costs accrued in the premises.

Execution issued 24th August, 1789, and returnable 7th January, 1790.

Principal sum ..... £116 11 8  
Costs .....

Thomas Smith  
vs.  
Jean Bte. Crete.

The plaintiff appeared and filed his declaration and the defendant being called and entered appearance.

McKillip & Jacob  
vs.  
Claude Salaut,  
of Detroit,  
Yeoman.

Mr. Roe for the plaintiff filed his declaration and the defendant appeared in person and declares that he owes nothing to the plaintiff and that the goods as specified in the account annexed to the plaintiff's declaration he received in the quality of a clerk. The Court order the



plaintiff to prove their allegations on the twentieth of next August.

Walter Roe for the plaintiff filed his declaration and the defendant appeared in person and acknowledged the principal sum; but objected against the interest, saying that he never agreed to pay it. The Court order the plaintiffs to prove their demand on the twentieth of next August.

Meldrum & Park  
vs.  
Pierre Labute, of  
the Parish of  
L'assomption,  
Yeoman.

Walter Roe for the plaintiffs filed his declaration. The defendant appeared in person and acknowledged the plaintiffs account to be just; but that he had an account of work done for the plaintiffs to the amount of one hundred and eighty livres ancient currency of Quebec which he moved to be deducted. The Court order judgment to be recorded against the defendant for the balance (after deducting the said one hundred and eighty livres) of thirty-nine pounds, sixteen shillings and twopence currency with interest to be thereon computed from the twentieth of July last until actual payment with the sum of six pounds, ten shillings and sixpence like currency for costs of Suit.

Meldrum & Park.  
vs.  
Dominique  
La Brosse, of the  
Parish of St.  
Anne, Yeoman.

No. 3.

Execution issued 12th August, 1789. Returnable 7th of January, 1790.

Principal sum .....	£39 16 2
Costs .....	6 10 6
	<hr/>
	£46 6 8

Walter Roe for the plaintiff filed his declaration, and the defendant appeared in person and denies he had any account to render to the plaintiffs respecting a certain quantity of Indian corn as set forth in the plaintiff's declaration. The Court orders the plaintiffs to prove their demand on the twentieth of next August.

Meldrum & Park  
vs.  
Joseph Barron,  
of the Parish of  
St. Anne, Yeoman.

Mr. Charles Smyth acting by procuration for the plaintiff filed his declaration. Walter Roe, the defendant's attorney entered appearance.

William Groes-  
beck, of Detroit,  
Merchant,  
vs.  
Joseph Gamelin,  
of the Parish of  
L'assomption.

Mr. Charles Smyth acting by procuration for the plaintiff filed his declaration. The defendant appeared in person and acknowledged the note as set forth in the declaration, but pleads to have deducted a payment made thereon of two pounds, three shillings and fourpence currency. Thereupon the Court ordered judgment to be

William Robert-  
son, of Detroit,  
Merchant,  
vs.  
Antoine  
Dequindre,  
of the Parish of  
St. Anne.

recorded against the defendant for the balance of fourteen pounds six shillings and tenpence half penny currency with interest to be thereon computed from the twenty-second day of July last, until ample payment and the sum of six pounds one shilling and elevenpence like currency of costs accrued in the premises.

Execution issued 12th August, 1789. Returnable 7th January, 1790.

Principal sum .....	£14	6	10½
Costs .....	6	1	11
	<hr/>		
	£20	8	9½

Richard Dobie,  
of Montreal,  
Merchant,  
vs.  
John Martin,  
of Detroit,  
Merchant.

Mr. Roe, the attorney for plaintiff, informed the Court that this action was continued last Court day and that the defendant had been then thrice called and not appearing and a default was recorded against him. The defendant now being called again and entered appearance, and declares he is not indebted in the sum as set forth in the plaintiff's declaration. The Court order the plaintiff to prove his demand on the twentieth of August next.

John Robert  
McDougall,  
of Detroit,  
Gentleman,  
vs.  
Isaac Germain,  
Serjeant in the  
65th Regiment.

Mr. Roe, attorney for the plaintiff, mentioned to the Court that this action was entered last Court day, the sixteenth of July, and was continued (by reason of a default being recorded against the defendant) to this day. Whereupon the defendant was this day again thrice called and did not appear. The Court order a second default to be recorded against him and that the plaintiff shall prove his demand on the twentieth of next August.

Causes under ten  
pounds sterling.

Leith & Shepherd,  
vs.  
Antoine Charron.

Walter Roe, attorney for the plaintiffs, and the defendant appeared in person and confessed the debt. The Court ordered judgment to be recorded against the defendant for the sum of five pounds, twelve shillings and six pence currency and eleven shillings and eightpence costs with a stay of execution for one month.

Execution issued 24th September, 1789. Returnable in one month.

Debt .....	£5	12	6
Costs .....	0	11	8
	<hr/>		
	£6	4	2

Court adjourned to the 20th of August next.

T. SMITH,  
*Clerk.*



COURT OF COMMON PLEAS, Thursday, 20th of Aug., 1789.

Province of  
Quebec.  
District of Hesse.  
20 August, 1789.  
T.S.

Present: The Honourable William Dummer Powell,  
Esquire, First Judge of said Court, etc.

Charles Smyth for the plaintiff, acting by procuration,  
filed his declaration. The defendant being thrice called  
and not appearing, the Court ordered a default to be re-  
corded against him.

John Askin,  
vs.  
Francis Fontenoy,  
of Saguinau,  
Trader.

Walter Roe for the plaintiff filed his declaration. The  
defendant being called and not appearing, the Court  
ordered a default to be entered against him.

Jonathan  
Schieffelin  
vs.  
Francis Fontenoy,  
of Saguinau,  
Trader.

Walter Roe, attorney for the plaintiff, filed his declara-  
tion and informed the Court that an attachment had  
been issued out against certain movables in the hands  
of the defendant at Saguinau. The defendant being  
called and not appearing, the Court ordered a default  
to be recorded against him and the seizure to hold good.

Jonathan  
Schieffelin  
vs.  
John Visgar.

Walter Roe for the plaintiff filed his declaration, and  
the defendant entered appearance.

James May,  
vs.  
Peter Leucks,  
of St. Anne,  
Labourer.

Walter Roe for the plaintiffs filed his declaration, and  
the defendant appeared in person and acknowledged the  
debt. The Court ordered judgment to be recorded against  
the defendant, for the sum of twenty-eight pounds,  
eighteen shillings and ninepence currency, with interest  
to be thereon computed from the twenty-ninth day of  
July last until ample payment and the sum of six pounds  
eighteen shillings and eightpence for costs as accrued  
in the premises.

Leith & Shepherd,  
vs.  
John Pike, of the  
River a la  
Tranche, Yeoman.

Execution issued 24th September, 1789. Returnable  
7th January, 1790.

Debt .....	£28 18 9
Costs .....	6 18 8
	<hr/>
	£35 17 5

Capias and Satisfaciendum issued 19th November,  
1789. Returnable in one month.

Debt .....	£35 17 5
Writ .....	0 5 0
Extra costs .....	1 6 6
	<hr/>
	£37 8 11

John Gregory  
vs.  
William Thorn.

Walter Roe, attorney for plaintiff, filed his declaration, and the defendant being thrice called and not appearing, ordered a default to be entered against him.

Leith & Shepherd  
vs.  
William Thorn.

Walter Roe, attorney for plaintiff, filed declaration and the defendant being called and not appearing, ordered a default to be entered against him.

Thomas Cox  
vs.  
Guillaume Gyeaux,  
of L'assomption,  
a Writ of an  
Attachment in the  
hands of Jos.  
Pilet for £116.11.8  
currency, the sum  
for which judg-  
ment was rendered  
the 23 July last.

Walter Roe, for the plaintiff, filed his declaration, and the defendant appeared in person.

As judgment was rendered the twenty-third of July last against the defendant, and execution the twenty-fourth of August, and finding by the Return of the Sheriff that the defendant's goods and chattels, lands and tenements are not sufficient to satisfy the said judgment creditor, and the plaintiff's attorney suspecting that the defendant has property secreted in the hands of Joseph Pilet, he was therefore summoned before this Court to give his declaration on oath, whom being called and duly sworn, and declared "to have no effects of the defendants in his hands at this time; nor have had at the time of the service of the declaration.

Meldrum & Park,  
of Detroit,  
Merchants and Co-  
partners in Trade,  
vs.  
John Pike, of the  
River a la Tranch,  
Yeoman.

Walter Roe, attorney for the plaintiff, filed his declaration: and the defendant being called and confessed judgment. Whereupon the Court ordered judgment to be recorded against the defendant for the sum of sixty-seven pounds and twopence currency, with costs of suit and interest to commence from the third day of August last, until perfect payment, the taxed sum for costs being

.....

William Park, by  
procuration of  
James Sterling,  
vs.  
James Casety.

Walter Roe, for the plaintiff, moved to withdraw the action. Ordered accordingly.

James Fraser,  
Attorney to the  
Assignees of  
Thos. Cox,  
vs.  
Pierre La Bute.

Walter Roe, for the plaintiff, filed his declaration, and the defendant being called and appeared in person and after some altercation, Mr. Roe, the plaintiff's attorney, moved to discontinue the suit. The Court ordered the suit to be discontinued accordingly.

James May,  
of Detroit,  
Gentleman,  
vs.  
Amable Latour,  
of St. Anne, Car-  
penter.

Walter Roe, attorney for the plaintiff, filed his declaration, and the defendant appeared in person after being called, and confessed the debt, whereupon the Court ordered judgment to be recorded against the defendant for the sum of twenty-two pounds, eight shillings currency with interest to be thereon computed from the twelfth day of August instant until perfect payment, and the sum of ..... cost by him the plaintiff sustained.



Execution issued 8th September, 1789. Returnable  
7th January, 1790.

Debt ..... £22 8 0  
Cost .....

Mr. Roe, attorney for the plaintiff, filed his declaration and the defendant being called, appeared in person, and denies the debt, and purchase of a lot in the second concession from the plaintiff; but acknowledged to have agreed with him to have the preference of said lot, if the land really was his property and he had a right to dispose of it. And that when he signed the obligation as set forth in the plaintiff's declaration he understood it to be no other instrument than a list of those people whom the plaintiff wished to give the preference to of the lots in the second concession in the parish of L'assumption; where the plaintiff claimed a very large tract by an Indian gift.

Isaac Williams,  
of Sandusky,  
Trader,  
vs.  
Jacques Charron,  
of L'assumption,  
Yeoman.

Walter Roe, attorney for the plaintiff, filed his declaration, and the defendant being called and appeared in person and confessed the debt, whereupon the Court ordered judgment for the sum of one hundred and fifty-six pounds, eight shillings and one penny halfpenny currency with interest from the twelfth day of August instant until perfect payment and the sum of ..... costs by them, the said Meldrum & Park sustained.

Meldrum & Park,  
of Detroit,  
Merchants and Co-  
partners in Trade,  
vs.  
Joseph Gamelin,  
of the Parish of  
L'assumption.

Execution issued 8th September, 1789. Returnable  
7th January, 1790.

Debt ..... £156 8 11½  
Cost .....

Walter Roe, attorney for the plaintiff, filed his declaration, and Charles Smyth, attorney by procuration for the defendant, entered appearance.

Hugh Heward  
vs.  
John Askin.

Walter Roe, attorney for the plaintiff, filed his declaration, and the defendant being called and appeared in person and acknowledged that the plaintiff was in peaceable and quiet possession of the land in question and that he did enter on the premises in manner and form as set forth in the plaintiff's declaration, which being duly considered the Court ordered the defendant to put the plaintiff immediately in possession of the said premises, and the action to be continued in the meantime.

Isaac Dolson,  
of L'assumption,  
Yeoman,  
vs.  
Joseph Pernier,  
dite Vadehoncoeur  
of the River au  
l'corse.

Meldrum & Park,  
of Detroit,  
Merchants and  
Co-partners in  
Trade,  
vs.  
Jean Baptiste  
Crete, of the same  
place, Timber  
Merchant.

Walter Roe, attorney for plaintiffs, filed his declaration, and the defendant being called and entered appearance.

John Urquhart,  
of Detroit,  
Gentleman,  
vs.  
Jno. Askin, of the  
same place,  
Merchant.

Charles Smyth, acting by procuration for the plaintiff, filed his declaration, and Walter Roe, attorney for the defendant, entered appearance.

#### OLD CAUSES.

Richard Dobie,  
of Montreal,  
Merchant,  
vs.  
John Martin,  
of Detroit,  
Merchant.

This action was continued the twenty-third of July last for the plaintiff to prove his demand this day; in consequence, Walter Roe, attorney for the plaintiff, filed his replication the eighteenth instant in the office. The defendant being now thrice called and not appearing, thereupon the plaintiff's attorney moved for judgment. The Court ordered the action to continue for eight days en deliberè and a second default entered against defendant.

Leith & Shepherd,  
of Detroit,  
Merchants and  
Co-partners in  
Trade,  
vs.  
Jean Bte. Leduc,  
fils, of the Parish  
of L'assomption,  
Yeoman.

This action was continued the twenty-third of July last for the defendant to prove his allegations on this day. The defendant being called and appeared, and in support of his plea that he was a minor at the time of subscribing his name to the note in question, produced his *Batistere* which upon investigation it was thereby proved he was not a minor at the time of the execution of said note as set forth in the plaintiff's declaration, and although it was a debt contracted by his father he had by consenting to sign the said note become under an obligation of discharging the said debt. Thereupon the Court after having maturely considered the matter ordered judgment to be recorded against the defendant for the sum of fifteen pounds, nineteen shillings and fourpence halfpenny with interest to be thereon computed from the twentieth of July last until paid, and the sum of six pounds, six shillings and twopence costs by them the plaintiffs sustained in the premises.

Execution issued 19th September, 1789. Returnable 7th January, 1790.

Debt .....	£15	19	4½
Costs .....	6	6	2
	<hr/>		
	£22	5	6½



This action was continued the twenty-third of July last for the plaintiffs to prove their demand on this day. Walter Roe, the plaintiff's attorney being present and the defendant being called and appeared in person, Mr. Roe called on the part of the plaintiffs. "William Christie" their late clerk being of full age and not interested in this cause and duly sworn. That to the best of his knowledge he delivered to Meldrum & Park's servants, to be carried to the defendant's house, three hundred and eight bushels of Indian corn agreeable to the exhibit A now filed in Court from the month of April to the first of June. That he did not see it delivered but was the person that counted the bags.

Signed upon the Minutes. Wm. C. Christie.

By consent of parties the action is continued for fifteen days.

This action the twenty-third of July last was continued, and ordered that the plaintiffs do prove their demand this day, the defendant being therefore called and appeared in person and confessed the principal sum as before; but denied to have ever agreed to pay interest.

Be it remembered that on the twenty-third day of July last came before His Majesty's Court of Common Pleas for the District of Hesse, Meldrum & Park of Detroit, merchants and co-partners in trade, by Walter Roe, their attorney, and then and there declared that the defendant was justly indebted (in the sum of forty-nine pounds, six shillings and fivepence currency by a note of hand, with interest to be computed from the date thereof) to the plaintiffs, which sum though often demanded still remained unpaid, and the said Pierre LaBute having been summoned to appear to answer the plaint of the said Meldrum & Park in the said declaration set forth, and thereafter being called personally appeared and denied to have ever agreed with the plaintiffs to pay interest but acknowledged the principal sum, and a delay was allowed to the said Meldrum & Park until the twentieth of August following to make proof of the allegations in their said declaration contained, whereupon the said Meldrum & Park by their said attorney on the twentieth of August in the same year before the said Court; could not bring proof that the said Pierre LaBute agreed to pay them interest as set forth in their declaration, and the said Pierre LaBute again entered appearance on being called by the Court and still denied to have agreed to pay the plaintiffs interest, all which being duly considered by the Court judgment is recorded against the said Pierre

Meldrum & Park,  
of Detroit,  
Merchants and  
Co-partners in  
Trade,

vs.  
Joseph Barron, of  
the Parish of St.  
Anne, Yeoman.

Meldrum & Park,  
vs.  
Pierre LaBute,  
of the Parish of  
L'assomption,  
Yeoman.

LaBute that he pay to the said Meldrum & Park the principal sum of forty-nine pounds, six shillings and fivepence with ..... of costs by them sustained.

Execution issued 24th September, 1789. Returnable 7th January, 1790.

Debt .....	£49	6	5
Costs .....	8	12	6
	<hr/>		
	£57	18	11

William Groesbeck, of Detroit,  
Merchant,

vs.

Joseph Gamelin,  
of the Parish of  
L'assomption.

This action was entered the twenty-third of July last, and continued until this day. The defendant being called and appeared by Walter Roe his attorney, and the plaintiff by Charles Smyth his attorney, moved to continue the action for further testimony, which the Court ordered accordingly.

John Robert  
McDougall,  
of Detroit,  
Gentleman,

vs.

Isaac Germain,  
Serjeant in the  
65th Regiment of  
Foot.

This action was continued last Court day the twenty-third of July last and ordered that the plaintiff proves his demand this day. The defendant being thrice called and not appearing, the plaintiff by his attorney Walter Roe, called as evidence Francois Chartré, who maketh oath that he resided upon Hog Island during a summer season and that the defendant in this cause put on sixty head of cattle in the month of June and took off forty in December and desired the witness to take care of the cattle and he would pay him well, and that if anything happened to the cattle to advertise the defendant. That there were sixty head of cattle in the field first and last, that the said Francois Chartré declares he is not interested in this cause.

(Signed upon the Minutes) FRANCOIS CHARTRE.  
(His mark.)

The plaintiff's attorney moved to call James May as evidence, whom being of full age and duly sworn and declared not to be interested in this cause, says that he is a tenant on Hog Island and receives twenty shillings per head for cattle put on the island for the season, whether they remain or not.

(Signed on the Minutes.) JAMES MAY.

This action is continued and remain en deliberè for eight days.



This action was entered the twenty-third of July last and continued to this day for the plaintiffs to prove their allegations. Walter Roe, attorney for the plaintiffs, filed his replication and the defendant being thrice called and not appearing, it is ordered that a default be entered against him and the action be continued for eight days.

McKellip & Jacob,  
of Detroit,  
Merchants and  
Co-partners in  
Trade,  
vs.  
Claude Salaut, of  
St. Anne, Yeoman.

This action was entered last Court day, the twenty-third of July, and continued until this day. The defendant being called and appeared, and the plaintiff moved for continuance of the action for eight days on account of not having his papers prepared. The same was ordered accordingly.

Thomas Smith,  
vs.  
J. Bte. Crete, of  
St. Anne.

Walter Roe, attorney for the plaintiff, and the defendant entered appearance.

CAUSES UNDER  
TEN POUNDS  
STERLING.

James Fraser, as  
Attorney to the  
Estate of  
Jno. Casety,  
vs.  
Dominique  
LaBrosse.

Walter Roe, attorney for the plaintiff, and the defendant appeared and acknowledged the debt. The Court ordered judgment to be recorded against the defendant for the sum of one pound, twelve shillings and sixpence currency, with costs of suit being eleven shillings and eightpence.

William Pawling  
vs.  
Dominique  
LaBrosse.

Walter Roe, attorney for the plaintiff, and the defendant entered appearance.

James Fraser, as  
Attorney to the  
Assignees of  
Thomas Cox,  
vs.  
Dominique  
LaBrosse.

Mr. Roe, for the plaintiff, and the defendant appeared and acknowledged the debt. The Court ordered judgment be recorded against the defendant for the sum of three pounds, five shillings and fivepence currency, and the sum of eleven shillings and eightpence for costs.

James Fraser  
vs.  
Dominique  
LaBrosse.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, ordered a default be entered against him.

James Fraser, as  
Attorney to the  
Assignees of  
Thomas Finchley,  
vs.  
Dominique La-  
Brosse.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, ordered a default be entered against him.

James Fraser as  
Attorney to the  
Estate of  
John Casety,  
vs.  
Pierre La Bute.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, ordered a default be entered against him.

James Fraser, as  
Attorney to the  
Assignees of  
Thos. Williams  
& Company,  
vs.  
Dominique La  
Brosse

James Fraser  
vs.  
Pierre La Bute.

Walter Roe, attorney for the plaintiff, and the defendant appeared and confessed the debt. The Court ordered judgment be recorded against the defendant for the sum four pounds, four shillings and fourpence halfpenny currency, and the sum of eleven shillings and eightpence costs.

Execution issued 24th September 1789. Returnable in one month.

Debt .....	£4 4 4½
Costs .....	0 11 8
	<hr/>
	£4 16 0½

James Fraser, as  
Attorney to the  
Assignees of  
Thomas Finchley,  
vs.  
Joseph Mallett.

Walter Roe, attorney for plaintiff, and the defendant appeared. The action is continued at the instance of the plaintiff's attorney.

James Fraser, as  
Attorney to the  
Assignees of  
Thomas Finchley,  
vs.  
J. Bte. Rheume.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, ordered a default be entered against him.

James Fraser, as  
Attorney to the  
Assignees of  
the estate of  
Thos. Williams  
& Company,  
vs.  
J. Bte. Rheume.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, ordered a default be entered against him.

Mathew Dolson  
vs.  
John Suittor.

Walter Roe, attorney for the plaintiff, and the defendant appeared. The action is continued for fifteen days for the plaintiff to prove his demand.

J. Bte. Geniack,  
vs.  
J. Bte. Laflamboise.

The parties appeared and for want of sufficient proof on the part of the plaintiff the action is continued for eight days.

George McClure  
vs.  
Andre Decaroux.

The parties appeared, and the defendant acknowledged to have purchased a watch from the plaintiff, but alleged to have paid the plaintiff's brother by the plaintiff's consent, but cannot produce a receipt. If the defendant should hereafter produce a receipt from plaintiff's brother the money must be returned. The Court ordered judgment be recorded against the defendant for the sum of four pounds, ten shillings currency, and the sum of eleven shillings and eightpence costs by him sustained.

Frederick Arnold  
vs.  
J. Bte. Leduck, fils.

Walter Roe, attorney for the plaintiff, and the defendant appeared, and by consent of parties Claude Rheume and Isaac Dolson are nominated to estimate the damages



in the detention of the plaintiff's horses and to call in the third person in case of difference, reserving to the Court the right of imprisonment of said horses, and to make their report in eight days.

Court adjourned to 27th of August, 1789.  
T. S.

COURT OF COMMON PLEAS held in the Parish of L'assumption on Thursday, the twenty-seventh day of August, in the year one thousand seven hundred and eighty-nine.

Province of  
Quebec.  
District of Hesse.  
27 August, 1789.  
T.S.

Present: The Honourable William Dummer Powell, Esquire, First Judge of said Court.

Walter Roe, attorney for the plaintiff, filed his declaration and the defendant appeared in person and confessed judgment, whereupon the Court ordered judgment to be recorded against the defendant for the sum of fourteen pounds, eighteen shillings and fourpence currency, and the sum of seven pounds, nine shillings and sixpence of costs by him sustained.

NEW CAUSES.

Jacques Charron  
vs.  
Pierre Prout.

Walter Roe, attorney for the plaintiff, filed his declaration, and the defendant being thrice called and not appearing, ordered that a default be entered against him.

John Askin, of  
Detroit, Merchant,  
vs.  
William Lamothe.

Walter Roe, attorney for the plaintiff, filed his declaration and the defendant being thrice called and not appearing, ordered that a default be entered against him.

Catherine  
Desriviere  
Lamoindiers,  
vs.  
Antoine Dagnio  
Dequindre.

This action was continued the twentieth of August last by reason of a default, and this day the defendant was thrice called and not appearing, a second default is ordered to be entered against him, and Walter Roe, the plaintiff's attorney, agreed to continue the action for eight days longer, and accordingly the Court made it a rule.

OLD CAUSES  
above ten pounds  
sterling.

Jonathan  
Schieffelin  
vs.  
Francis Fontenoy.

Charles Smyth, acting by procuration for the plaintiff, agreed to continue the action for eight days after the defendant being thrice called and the second default entered against him.

John Askin  
vs.  
Francis Fontenoy.

The same made a rule that this action be continued for eight days.

Jonathan  
Schieffelin  
vs.  
John Visgar.

The defendant being thrice called and not appearing, ordered that a second default be entered against him, and Walter Roe, the plaintiff's attorney, agreed to continue this action for eight days, and accordingly the same being made a rule.

James May  
vs.  
Peter Leukes.

This action was continued the twentieth of August last. The defendant being called for the second time and appeared, and acknowledged his signature to the note in question.

District of Hesse.  
T.S.

Be it remembered that on the twentieth of August last came before His Majesty's Court of Common Pleas for the said District James May, of Detroit, gentleman, by Walter Roe, his attorney, and then and there declared that the defendant was justly indebted to him in the sum of eleven pounds, five shillings currency, and the said Peter Leucks, having been summoned to appear to answer the plaint of the said James May in the said declaration set forth and after being thrice called, entered appearance, and eight days from the said twentieth of August given to the said James May to make proof of the allegations in his said declaration contained, whereupon on the twenty-seventh of August in the said year came the said James May by his said attorney and produced the said Peter Leukes' note of hand, the signature of which he the said Peter Leucks, who then appeared and acknowledged to be his proper hand-writing, whereupon the Court ordered judgment be recorded against the said Peter Leucks that he pay the said James May the sum of Eleven pounds, five shillings currency, with six pounds, eight shillings and twopence of costs by him sustained.

Execution issued 19th September, 1789. Returnable 7th January, 1790.

Debt .....	£11	5	0
Costs .....	6	8	2
	<hr/>		
	£17	13	2

John Gregory  
of Montreal,  
Merchant,  
vs.  
William Thorn,  
of Detroit.

The defendant being thrice called and not appearing, ordered a second default be entered against him.

Walter Roe, attorney for the plaintiff, moved to prove his demand and to call James May then in Court as evidence in his behalf whom being of full age and not interested in anywise in the event of this action and



being duly sworn, declared that he had often seen the defendant Wm. Thorn write and verily believe that the name *Wm. Thorn* subscribed to the exhibit now filed by the plaintiff to be of his proper hand writing.

(Signed upon the Minutes.) JAMES MAY.

Be it remembered that on the twentieth of August, in the year one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, John Gregory, of Montreal, merchant in the Province of Quebec, by Walter Roe, his attorney, and then and there declared that the said William Thorn was justly indebted in the sum of sixty-seven pounds, twelve shillings and one penny currency, and the said William Thorn having been summoned to appear to answer the plaint of the said Jno. Gregory in the said declaration set forth, and being thrice called and not appearing, the default of said William Thorn was recorded and the eighth day from the said twentieth of August (the date of the return) given to the said John Gregory to make proof of the allegations in his said declaration contained: whereupon on the twenty-seventh of August, in the said year came the said John Gregory by his said attorney and made proof by the oath of James May, of Detroit, gentleman, that the name Wm. Thorn subscribed to a certain note of hand then by the said Jno. Gregory's attorney to the Court produced (and on which the demand of the said John Gregory in his declaration was grounded) was of the proper hand-writing of said William Thorn, and thereupon the said William Thorn being again thrice called and not appearing, the said John Gregory by his said attorney prayed that his second default might be recorded and that for the profit of such default obtained he might have judgment for his said debt and costs, all which being duly considered by the Court, judgment is recorded against the said William Thorn that he pay to the said John Gregory the sum of sixty-seven pounds, twelve shillings and one penny currency of this Province with ..... of costs by him sustained, and interest from the twenty-ninth of July last, until perfect payment, on the said sum of sixty-seven pounds, twelve shillings and one penny.

District of Hesse.  
T.S.

The defendant being called three times and not appearing, ordered that a second default be entered against him, and Mr. Roe, the plaintiff's attorney, moved for a further delay of eight days to prove his demand.

Leith & Shepherd,  
vs.  
William Thorn.

Isaac Williams  
vs.  
Jacques Charron.

Walter Roe, attorney for the plaintiff, and the defendant, appeared. Ordered a peremptory delay for one month.

Hugh Heward  
vs.  
John Askin.

Walter Roe, attorney for the plaintiff, and Charles Smyth acting by procuration for the defendant, and by consent of parties the Court order the action to continue for eight days.

Isaac Dolson  
vs.  
Joseph Pernier  
dite Vade-  
boncoeur.

Walter Roe, attorney for the plaintiff. The defendant appeared and by consent of parties, the Court order a continuance for eight days.

Meldrum & Park  
vs.  
Jean Bte. Crête.

Walter Roe, attorney for the plaintiff. The defendant appeared, and by consent of parties the Court order a delay of eight days.

John Urquhart  
vs.  
John Askin.

Charles Smyth, acting by procuration for plaintiff, filed replication and Walter Roe, for the defendant filed plea.

Richard Dobie  
vs.  
John Martin.  
District of Hesse.  
T.S.

Walter Roe, attorney for the plaintiff, the defendant being thrice called and not appearing. This is an action, the gist of which is a record of judgment in another Court. To this the defendant has pleaded that he owes nothing, but as he has set up no payment on release of judgment, I must presume the meaning of his plea to be the proper issue and a traverse of the record or judgment. It seems so to be understood by the replication of the plaintiff who again relies upon and proffers the record. The evidence filed is equally insufficient to support the action upon the rules of evidence either of the ancient or present laws of the Province, the office copy of the record being neither upon parchment or under seal; Wherefore the Court considers that judgment be entered as in case of a nonsuit.

William Groesbeck  
vs.  
Joseph Gamelin.

Mr. Charles Smyth, acting by procuration for the plaintiff, and Mr. Walter Roe, attorney for the defendant, entered appearance, and by consent of parties the action ordered to be continued for eight days.

McKellip & Jacob  
vs.  
Claude Salaut.

Walter Roe, attorney for the plaintiff. The defendant being thrice called and not appearing. It is ordered that a second default be entered against him, and for the want of sufficient proof on the part of the plaintiff that the defendant took the goods in question upon himself, eight days delay is allowed to prove his demand.



Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing.

John Robert  
McDougall  
vs.  
Isaac Germain.

Be it remembered that on the sixteenth day of July, in the year one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, John Robert McDougall, of Detroit, gentleman, in the said District, by Walter Roe, his attorney, and then and there declared that Isaac Germain, serjeant in the Sixty-fifth Regiment of Foot, was justly indebted to him in the sum of thirty pounds, nine shillings and sixpence, currency, for the grazing of cattle on Hog Island during the summer and autumn, one thousand seven hundred and eighty-eight, and that the said Isaac Germain, having been summoned to appear to answer the plaint of said John Robert McDougall, in his said declaration set forth, and being thrice called and not appearing, the default of the said Isaac Germain was recorded, and the eighth day from the said sixteenth of July, given to the said John Robert McDougall to make proof of the allegations in his said declaration contained, whereupon on the twenty-third of July, in the said year, came the said John Robert McDougall by his said attorney, and the said Isaac Germain being again thrice called and not appearing, the second default of the said Isaac Germain was recorded and a further delay was allowed to the said John Robert McDougall to make proof of his demand from the said twenty-third of July to the twentieth of August, following, upon which day the said Isaac Germain was thrice called and not appearing, and the plaintiff, by his said attorney, made proof by the oath of Francois Chartré that the said Isaac Germain had sixty head of cattle on Hog Island first and last, and by the oath of James May, Tenant of Hog Island, that he received twenty shillings per head for cattle put upon said Island for and during the season whether they remained or not, and from the said twentieth day of August the action remained en delibere until the twenty-seventh of the same month in the same year on which day the defendant was again thrice called and not appearing, all which being duly considered by the Court judgment is recorded against the said Isaac Germain, that he pay to the said John Robert McDougall the sum of thirty pounds, nine shillings and sixpence, currency of this Province, with interest from the said twentieth day of August until actual payment, and the sum of nine pounds, nine shillings and fivepence of costs by him sustained.

Province of  
Quebec.  
District of Hesse.  
T.S.

Execution 19th September, 1789. Returnable 7th January, 1790.

Debt .....	£30	9	6
Costs .....	9	9	5
	<hr/>		
	£39	18	11
Writ .....	0	5	
	<hr/>		
	£40	3	11

Alias fi. fa. issued 2nd October, 1789. Returnable the first Court day in June, 1790.

Debt .....	£40	3	11
Subsequent costs .....	1	15	0
	<hr/>		
	£41	18	11

Thomas Smith,  
Esq.,  
vs.  
Jean Bte. Crête.

Walter Roe, of  
full age and dis-  
interested, acted  
as Clerk and duly  
Sworn,  
Signed, W.D.P.

The parties appeared in person, and the plaintiff came forth and filed the report made on the account of Hugh Heward and John McPherson, being auditors mutually chosen by the parties interested, to which report they now both agree to, and the defendant thereupon confessed judgment.

Signed WALTER ROE.

District of Hesse.  
T.S.

Be it remembered that on the twenty-third of July, in the year one thousand seven hundred and eighty-nine, came before his Majesty's Court of Common Pleas for the said District, Thomas Smith, Esquire, and then and there declared that Jean Baptiste Crête, of Detroit, was justly indebted to him in the sum of nine hundred and thirty-four pounds, fifteen shillings and threepence, currency of the Province of Quebec, and the said Jean Baptiste Crête having been summoned to appear to answer the plaint of the said Thomas Smith in the said declaration set forth, and the defendant being called and entered appearance, and twenty-eight days was allowed to the plaintiff to make proof of the allegations in his said declaration contained, whereupon on the twentieth of August, in the said year, came the said Thomas Smith and prayed continuance for eight days longer for to make proof of his allegations, which was granted with the consent of the defendant, and on the twenty-seventh of August and parties again appeared, and the plaintiff filed a report of auditors by them mutually chosen to which the defendant declared to have no manner of objections to the same and confessed judgment. Thereupon judgment is recorded against the said



Jean Baptiste Crête that he pay to the said Thomas Smith the sum of seven hundred and seventy-five pounds, six shillings and sixpence, currency of the Province of Quebec, with lawful interest from the twentieth of July last in the said year until actual payment and the sum of ..... of costs by him sustained.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing. The plaintiff filed the defendant's note of hand.

Walter Roe, for the plaintiff, moved to mend his declaration, which was granted by the Court and ordered that a Rule be served upon the defendant to appear in this Court on Thursday next.

Walter Roe, for the plaintiff, filed Award and the defendant appeared and by consent of parties the action is continued for eight days.

The parties appeared, and for further testimony the action is continued for eight days.

The Court adjourned to 3rd September.

#### COURT OF COMMON PLEAS.

*Thursday the 3rd day of September, 1789.*

Present: The Honourable William Dummer Powell, Esquire, First Judge of said Court.

John Smith, Pierre Sera dite Lavictoire, and Joseph Elam, sworn in this day as Bailiffs. T.S.

Walter Roe, for the plaintiff, filed his declaration and two notes of hand. The defendant appeared and acknowledged the notes as set forth in the plaintiff's declaration; but for plea prayed continuance for eight days.

Walter Roe, attorney for the plaintiff, filed his declaration, and the defendant appeared in person and denied his signature to a certain note of hand as set forth in the plaintiff's declaration. The action is continued for eight days for the plaintiff to prove the note.

CAUSES UNDER  
TEN POUNDS.  
James Fraser as  
Attorney to the  
Assignees of  
Thomas Finchley,  
vs.  
Dominique La  
Brosse.

James Fraser, as  
Attorney to the  
Assignees of the  
Estate of Thomas  
Williams & Coy.,  
vs.  
Jean. Bte.  
Rheaume.

Frederick Arnold  
vs.  
Jean Baptiste  
Laduck, fils.

Francois Latour  
vs.  
Louis Trudel.

Province of  
Quebec.  
District of Hesse.  
3 Sept., 1789.  
T.S.

Bailiffs sworn.

James Fraser,  
Curator to the  
Succession of  
Samuel Judah,  
vs.  
Charles Chene.

James Fraser,  
Curator to the  
Succession of  
Samuel Judah,  
vs.  
Charles St. Obean.

Magdelaine Pel-  
tier, spouse of  
Jacques Peltier,  
vs.  
Laurent Maure.

The plaintiff filed her declaration, and the defendant appeared in person. The Court having taken the matter into consideration and find that the plaintiff is under coverture and not authorized by a letter of attorney from her husband. It is ordered that the action be dismissed.

Thomas Finchley  
vs.  
Jean Baptiste  
Cecot.

Walter Roe, attorney for the plaintiff, filed his declaration, and the defendant appeared in person and confessed the debt as specified in a note of hand set forth in the plaintiff's Declaration.

Province of  
Quebec.  
District of Hesse.  
T.S.

Be it remembered that on the third day of September, came before His Majesty's Court of Common Pleas for the said District, Thomas Finchley, by Walter Roe his attorney, and then and there declared that the defendant was justly indebted in the sum of twenty-one pounds, one shilling and 10d., currency of the said Province, and the said Jean Bte. Cecot having been summoned to appear to answer the plaint of the said Thomas Finchley in the said declaration set forth, and then and there before the said Court confessed judgment, whereupon judgment was accordingly recorded against the said Jean Bte. Cecot that he pay to the said Thomas Finchley the sum of twenty-one pounds, one shilling and tenpence, currency of said Province, with six pounds, seven shillings and sixpence of costs by him sustained.

Execution issued 19th September, 1789. Returnable 7th January, 1790.

Debt .....	£21	1	10
Costs .....	6	7	6
	<hr/>		
	£27	9	4

Thomas Finchley  
vs.  
Pierre Chene.

Walter Roe, for the plaintiff, filed his declaration and a note of hand. The defendant appeared and acknowledged the said note, but said he had made sundry payments on account which were not endorsed. The Court thereupon ordered the plaintiff to produce his books and prove the allegations as set forth in his declaration in eight days.

Jean Baptiste  
Tourongeau,  
L'assumption,  
vs.  
Francois Latour.

Walter Roe, attorney for the plaintiff, filed his declaration. The defendant appeared in person and denied that he owes anything to the plaintiff, that he has settled all accounts with him in proof of which he has filed an acquittance.



Walter Roe, for the plaintiff, filed declaration and the defendant being thrice called and not appearing. It is ordered that a default be recorded against him.

Richard Dobie,  
of Montreal,  
Merchant,  
vs.  
John Martin,  
of Detroit,  
Merchant.

Walter Roe, for the plaintiff, filed declaration, and the defendant appeared and denies to owe anything to the plaintiff. Mr. Roe, the plaintiff's attorney, replies that the defendant is indebted agreeable to his declaration, and on his motion it is ordered that a rule be entered for trial next Court day, the tenth instant.

James Fraser,  
Attorney by Pro-  
curation of  
Thomas Cox,  
vs.  
Pierre LaBute, of  
L'assumption.

Walter Roe, attorney for the plaintiff, filed his declaration, and the defendant personally appeared and acknowledged the debt specified by a note of hand now filed by the plaintiff.

James Fraser,  
Curator to the  
Succession of  
Thos. Williams  
and John Casety,  
vs.  
Renè Cloutier, of  
L'assumption.

Be it remembered that on the third day of September, in the year one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, James Fraser, Curator to the Succession of Thos. Williams & Co'y., by Walter Roe, his attorney, and then and there declared that Rene Cloutier, of L'assumption, was indebted to him in the sum of forty-seven pounds, five shillings, currency of said Province, due by a note of hand, and the said Renè Cloutier having been summoned to appear to answer the plaint of the said James Fraser, and then and there before the said Court acknowledged the note as set forth in the plaintiff's declaration, whereupon judgment is recorded against the said Renè Cloutier that he pay unto the said James Fraser the sum of forty-seven pounds, five shillings, currency of said Province with ..... of costs by him sustained, and the interest of six per cent. on the said forty-seven pounds, five shillings from the first of August last until perfect payment.

Province of  
Quebec.  
District of Hesse.  
T.S.

Execution issued 19th September, 1789. Returnable 7th January, 1790.

Principal sum .....	£47	5	0
Costs .....			

Walter Roe, attorney for the plaintiff, filed his declaration, and the defendant being called and entered appearance.

James Abbott,  
of Detroit,  
Merchant,  
vs.  
Jean Bte. Campeau,  
of St. Anne,  
Yeoman.

Charles McCormick  
vs.  
Alexander McKee,  
Esquire, of  
Detroit, D. Agent  
of Indian affairs.

Charles Smyth, attorney for the plaintiff, by special procuration filed his declaration, and Walter Roe, attorney for the defendant, entered appearance.

Antoine Jalbert  
vs.  
Jonathan  
Schieffelin.

Charles Smyth, attorney for the plaintiff, by procuration filed his declaration. The defendant appeared and says that he owes nothing to the plaintiff, but that he is indebted to him two hundred and thirty-one livres, for which he prays to become an incidental plaintiff and filed the plaintiff's engagement subscribed by him at Detroit, and offers to bring proof that the defendant did not perform his engagement, and also files the account, items of which he begs leave to prove.

John Askin,  
of Detroit,  
Merchant,  
vs.  
William Lamothe,  
Esq., of the same  
place.

Walter Roe, for the plaintiff, and the defendant being thrice called and not appearing, ordered that the second default be recorded against him.

Province of  
Quebec.  
District of Hesse.  
T.S.

Be it remembered that on the twenty-seventh day of August, in the year one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, John Askin, of Detroit, merchant, by Walter Roe, his attorney, and then and there declared that the defendant was justly indebted to him in the sum of twenty-three pounds, eleven shillings, currency of said Province, and the said William Lamothe having been summoned to appear to answer to the plaint of the said John Askin in the said declaration set forth, and being thrice called and not appearing the default of the said William Lamothe was recorded, and the eighth day from the said twenty-seventh of August given to the said John Askin to make proof of the allegations in the said declaration contained, whereupon on the third day of September, in the said year, came the said John Askin, by his said attorney, and the said William Lamothe being again thrice called and not appearing, the said John Askin, by his said attorney, prayed that his second default might be recorded, and that for the profit of such default obtained he might have judgment for his debt and costs, all which being duly considered by the Court judgment is recorded against the said William Lamothe, that he pay to the said John Askin the sum of seventy pounds, three pounds, eleven shillings, currency of the said Province, with interest from the twenty-sixth of August last until perfect payment and the sum of, . . . . . costs by him the said John Askin sustained.



Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, ordered the second default be entered against him.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing.

Called as Evidence.

Catherine  
Desriviere,  
Lamoinodiers,  
vs.  
Her husband,  
Antoine Dagainis  
Dequindre.

Jonathan  
Schieffelin  
vs.  
Francis Fontenoy,  
of Saguinaw,  
Trader.

Mr. Charles Gouin, due Detroit, Marchand temoine applé le part du demandeur appre serment faite sur le Saint Evangelle à déclaré qu'il n'est aucunément interessé dans l'évenement de cette poursuit et quil à connaissance que le nommé Charles Bellard engagé du demandeur étté employer au service du defendeur l'hivert dernier, que le depositeur étté present a une dispute entre le demandeur et defendeur ou il à pris que l'homme étté engagé jusque au fin de Juin, et que'l quitté de service de Fontenoy au quators de Juin il refuser de tenir compte à M. Schieffelin de ce gage il dise que c'étté forfait par son desertion—que le depositeur avoit entendre dire que M. Schieffelin devoit avoir vingt pouds pour le service de son engagé jusque à la fin de Juin, que le dite Mr. Gouin avoit aucune connaissance de cette vingt pouds étté payer—et que le engagé Bellard à laisser de service du defendant vers le cinq de Juin dernier.

(Signé) CHARLES GOVIN.

John Askin, junior, of full age and not interested in this cause, called as evidence on the part of the plaintiff and duly sworn, That he was present at the execution of the exhibit B, now filed in Court, and that he saw Charles Bellair make his mark at the foot thereof and knows him to be the same person who was transferred by Mr. Schieffelin into the service of Francis Fontenoy.

(Signed upon the Minutes),  
JOHN ASKIN, JUN.

Be it remembered that on the twentieth day of August, in the year of our Lord one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, Jonathan Schieffelin, of Detroit, gentleman, by Walter Roe, his attorney, and then and there declared that Francis Fontenoy, of Saguinaw, trader, was justly indebted to him in the sum of twenty-four pounds, two shillings and sixpence, and the said Francis Fontenoy having been summoned to appear to answer the plaint of the said Jonathan Schieffelin in his said declaration set

Province of  
Quebec.  
District of Hesse.  
T.S.

forth and being thrice called and not appearing, the default of the said Francis Fontenoy was recorded, and eight days allowed to the said Jonathan Schieffelin to make proof of the allegations in his said declaration contained, whereupon on the twenty-seventh day of August in the said year came the said Jonathan Schieffelin by his said attorney, and the said Francis Fontenoy being again thrice called and not appearing, the second default ordered to be recorded against him and the action to be continued for eight days longer by consent of the plaintiffs, and on the third of September in the same year came the said Jonathan Schieffelin again by his said attorney and made proof by the oath of Charles Gouin and John Askin, Junior, all which being duly considered by the Court judgment is recorded against the said Francis Fontenoy, that he pay to the said Jonathan Schieffelin the sum of twenty-four pounds, four shillings and sixpence, currency of said Province, with lawful Interest from the twentieth of July, last, until perfect payment and the sum of ..... costs by him sustained.

George Leith and  
Thomas Shepherd,  
of Detroit,  
Merchants and  
Co-partners,  
vs.  
William Thorn.

Walter Roe, attorney for the plaintiff, filed a bond and the defendant being three times called and not appearing, called as evidence John McGregor of full age and not interested in the event of this action, and being duly sworn, "says to have seen the said William Thorn sign the exhibit A now filed in Court."

(Signed, on the Minutes), JOHN MCGREGOR.

Province of  
Quebec.  
District of Hesse.  
T.S.

Be it remembered that on the twentieth of August, in the year one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, George Leith and Thos. Shepherd, of Detroit, merchants and co-partners in trade by Walter Roe, their attorney, and then and there declared that the said William Thorn was justly indebted to them in the sum of twenty-nine pounds, nine shillings, currency of the said Province, and the said William Thorn having been summoned to appear to answer the plaint of the said Leith and Shepherd in their said declaration set forth, and being thrice called and not appearing the default of said William Thorn was recorded, and eight days given to the said Leith and Shepherd to make proof of the allegations in their said declaration contained, whereupon on the twenty-seventh of August, in the said year, came the said Leith and Shepherd, by their said attorney, and prayed further delay to make proof of their allegation, and the said William Thorn was again thrice called and not appearing and the second de-



fault was recorded against him. On the third of September in the said year came the said Leith and Shepherd, by their said attorney, and made proof by the oath of Jno. McGregor that the name William Thorn subscribed to a certain note of hand then by the said Leith and Shepherd to the Court produced was of the proper hand writing of the said William Thorn, and the said William Thorn being again thrice called and not appearing, all which being duly considered by the Court, judgment is recorded against the said William Thorn that he pay to the said George Leith and Thomas Shepherd the sum of twenty-nine pounds, nine shillings, currency of the said Province, with ..... of costs by them sustained with interest from the twenty-ninth of July last, until perfect payment.

Walter Roe, attorney for the plaintiffs, and Charles Smyth, acting by special procuration for the defendant, entered appearance and by consent of parties the action is continued for eight days.

Meldrum & Park,  
of Detroit,  
Merchants,  
vs.  
Jean Bte. Crête,  
Timber Merchants.

Walter Roe, attorney for the plaintiff, and Charles Smyth, by procuration for the defendant. On motion of Mr. Roe the Court order the record to be made up.

Hugh Heward, of  
Detroit, Gent.,  
vs.  
John Askin,  
of the same place,  
Merchant.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, the action is continued at the instance of Mr. Roe.

Isaac Dolson, of  
L'assomption,  
Yeoman,  
vs.  
Joseph Parnier,  
dite Vadboncoeur.

Walter Roe, attorney for the plaintiff, and the defendant entered appearance and by consent of parties the action is continued for eight days.

McKillip and  
Jacobs  
vs.  
Claude Solaut.

Charles Smyth, acting by procuration for plaintiff, and Walter Roe, attorney for defendant, and on motion of Mr. Smyth the action continued for trial in eight days.

William Groesbeck  
vs.  
Joseph Gamelin.

Charles Smyth, acting by procuration for the plaintiff, and Walter Roe, attorney for the defendant, on motion of Mr. Smyth this action to continue for trial in eight days.

John Urquhart,  
of Detroit,  
Gentleman,  
vs.  
John Askin.

Charles Smyth, acting by procuration for the plaintiff, and the defendant being thrice called and not appearing—called as evidence on the part of the plaintiff, William Christie, of full age and not interested and duly sworn and the exhibit marked A being shown to him and declared to have been present when the said Francis Fontenoy subscribed the initials of his name F. F. to the said exhibit.”

John Askin,  
of Detroit,  
Merchant,  
vs.  
Francis Fontenoy,  
of Saguinaw,  
Trader.

(Signed on the Minutes), WM. CHRISTIE.

Province of  
Quebec.  
District of Hesse.  
T.S.

Be it remembered that on the twentieth day of August, in the year one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, John Askin, of Detroit, merchant, by Charles Smyth, his attorney, by special procuration, and then and there declared that the said Francis Fontenoy was justly indebted to him by note of hand in the sum of nine hundred and nineteen pounds, thirteen shillings and ninepence, currency, of this said Province, and that the said Francis Fontenoy, having been summoned to appear to answer the plaint of the said John Askin in his said declaration set forth, and being thrice called and not appearing the default of the said Francis Fontenoy was recorded and eight days allowed to the said John Askin to make proof of the allegations in his said declaration contained and on the twenty-seventh of August in the said year came the said John Askin, by his said attorney, and the defendant being again thrice called and not appearing, upon which it was ordered that a second default be entered against him (and by consent of plaintiff a rule for continuance for eight days, whereupon on the third day of September in same year came the said John Askin, again by his said attorney, and made proof by the oath of William Christie that the letters F. F. to a certain note of hand then produced to the Court and on which the demand of the said John Askin in his said declaration was grounded, is the proper mark of the said Francis Fontenoy, and thereupon the said Francis Fontenoy, being again thrice called and not appearing, all which being duly considered by the Court, judgment is recorded against the said Francis Fontenoy that he pay to the said John Askin the sum of nine hundred and nineteen pounds, thirteen shillings and ninepence, currency of said Province, with nine pounds, seven shillings and sixpence, of costs by him sustained, and interest from the twentieth of July last, until actual payment.

Debt .....	£919	15	9
Costs .....		9	7 6
		<hr/>	
		£929	1 3

Execution issued. Returnable 24th June, 1790.

Jonathan  
Schieffelin, of  
Detroit, Gent.,  
vs.  
John Visgar, of  
Saguinau, Trader.

Walter Roe, attorney for the plaintiff, and the defendant being three times called and not appearing—called as evidence on the part of the plaintiff Charles Gouin, of Detroit, merchant, not interested in this cause and duly sworn, and says, “Que il y ait connoissance de Mr. Schieffelin avez laissé du sucre chez Mr. Visgar quelle condition il se pas.

(Signé) CHARLES GOUIN.



Called the second evidence on the part of the plaintiff Robert Gourneau, of full age and not interested, and duly sworn and says, "Il sai, que dans le mois de Mai au commencement de Juin dernier que Mr. Schieffelin à déposer au chez Mr. Visgar dix quarts et deux barril du sucre que lui avez laisse pas que son batteaux étté trop charger, et que les quarts étté plus que trente gallons chaque."

(Signé) ROBERT GOURNEAU.  
(Sa Mark.)

Called the third evidence on the part of the plaintiff of full age and not interested, and duly sworn and says that he does not know anything respecting the said sugar.

The action continued by consent of the plaintiff for eight days.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, ordered that a default be entered against him.

Meldrum & Park  
vs.  
Joseph Barron.

The sheriff made his return with divers oppositions annexed to the sale of the effects seized—and cannot any further proceed until the claims of the different opponents are first satisfied and paid; or secured upon the proceeds.

Thomas Cox  
vs.  
William Gyeaux.

In support of his opposition produces Jean Bte. Baubien and Andre Peltier, who being duly sworn deposeth and saith, First Jean Bte. Baubien: "Que Guillaume Gyeaux lui à dit plusieurs fois, il y ait deux mois meme que son nephew Nicholas Gyeaux opposent avez semméz chez lui en scosiété douze meniot de bled fremment, douze minot de voine et une minot des poids et que lui croix dans sa conscience pour est veritable."

On the opposition  
of Nicholas Gyeaux

(Signé) JEAN BTE. BAUBIEN.

The Second, Andre Peltier, que L'automne passer: "Nicholas Gyeaux l'opposent à proposer semmez la terre de son oncle a motie et laisser la sciene en park, qu'il sai qui Nicholas Gyeaux a fait la Garais chez son oncie, et que il croix dans sa conscience s'étté a mattier entre l'oncle et nephew."

(Signé) ANDRE PELTIER (sa marque  
after read to the Deponant. T.S.)

The said Baubien being sworn further declares: "Que Guillaume Gyeaux et Charles Prout lui avez dit que ce derniere étté en simmenser chez le premiere une piece de

On the opposition  
of Charles Prout.

bled fremment de une piece de voine a son proper profit.”  
On a question by Mr. Roe that plaintiff's attorney further says: “Que ce qu'il entendu acclammé le recolt chez Gyeaux par Charles Prout, qui ce jour passer depuis l'instruction de procès.”

Nicholas Gyeaux, being sworn and not interested in this present claim and of full age says: “Que il y ont la terre son oncle a mattier. Prout avez demander permission de semmez pour lui meme une piece et qu'il y ait connoissance actuel que Prout avoit cultivier et simmensé cette piece sans aucune aide de Guillaume Gyeaux—que qu'il croix avoir cinq meniot de bled frommiant et quatre minot de voine.”

On the opposition  
of Louis Gyeaux.

The opponent produces Nicholas Gyeaux his brother as evidence to support his claim, whereupon Mr. Roe, the plaintiff's attorney opposed his testimony being received in as much as he is not a competent evidence as required by law “being a brother to the opponent”—the Court will consider of the objection; and Nicholas Gyeaux being sworn “Que appre l'instruction de ce procès mai devant le jugement rendu son oncle Guillaume Gyeaux lui a dit que une de ce vache ettoit a Louis Gyeaux le opposent que lui a livré la vache a son frere que lui a laisser dans le park de opposent avec les otre annimaux de defendant et qui cette vache et une de celle prix en execution.”

(Signed) NICHOLAS GYEAUX (sa mark  
after being read to the Deponent. T. S.)

Court admits on  
the opposition of  
N. Gyeaux.

The produce of twelve bushels of wheat, twelve bushels of oats and one bushel of peas to be divided in equal parts, one-half to the deponent and one-half to be sold by the Sheriff for part satisfaction of the plaintiff's judgment.

Court admits on  
the opposition of  
C. Prout.

The proceeds of five bushels of wheat and the proceeds of an Indian corn patch, situate about twelve acres from the River, which the Sheriff is hereby authorized not to take, and is, therefore, discharged of so much of the proceeds.

Court admits on  
the opposition of  
Louis Gyeaux.

The seizure of a small red cow is discharged, which the Sheriff will deliver up to him.

On the opposition  
of Alexis Maison-  
ville.

It being not sustainable the Court order the Sheriff to proceed without any further regard thereto.



The parties appeared, and after hearing their allegations the Court duly considered the same and thereupon ordered judgment to be recorded against Hypolite Lasalline, that he pay to the said J. Bte. Parry the sum of six pounds and tenpence, currency of Quebec, with ..... of costs by him sustained.

CAUSES UNDER  
TEN POUNDS  
STERLING.

J. Bte. Parry  
vs.  
Hypolite Lasalline.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, the Court after taking the matter into consideration ordered judgment be recorded against the defendant, that he return the meat of a hog which he killed belonging to the plaintiff (or to pay him three pounds, New York currency) and pay the sum of ..... costs by him sustained.

Philip Fox  
vs.  
Pierre Durand.

Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing.

Thomas Cox  
vs.  
Jordan Ivory,

Walter Roe, attorney for the plaintiff, and the defendant appeared. Upon confession of the debt judgment ordered to be recorded against the defendant, that he pay the plaintiff two pounds, eighteen shillings and one penny, and eleven shillings and eightpence of costs by him sustained.

Thomas Finchley  
vs.  
Joseph Mallet

Execution 3rd October, 1789. Returnable in one month.

Debt .....	£2 18 11½
Costs .....	0 11 8
	<hr/>
Halifax .....	£3 9 9½

Walter Roe, attorney for the plaintiff, and the defendant appeared and denied the note as set forth in the plaintiff's declaration—the action continued for eight days.

James Fraser,  
Curator to the  
Succession of  
Samuel Judah,  
vs.  
Joseph Mallet.

The Court, after hearing the parties, ordered judgment be recorded against the defendant for the sum of six pounds, ten shillings and sixpence, currency, and eleven shillings and eightpence costs by him sustained.

Francois Billet  
vs.  
Mitchel Yack.

The parties appeared and after weighing the matter of difference the Court order the plaintiff to finish his work according to agreement, and the defendant to pay the said Francois Billet four pounds and sevenpence halfpenny, currency, and eleven shillings and eightpence of costs.

Francois Billet  
vs.  
Mitchel Yack, fils.

James Fraser,  
Curator to the  
Succession of  
John Casety,  
vs.  
René Cloutier.

Walter Roe, attorney for the plaintiff, and the defendant in person appeared, and after weighing the matter of difference the Court order the defendant to pay the plaintiff the sum of six pounds, six shillings and sixpence halfpenny, currency, and eleven shillings and eightpence costs by him sustained.

James Fraser,  
as Attorney to the  
Estate of Thos.  
Williams & Coy.,  
vs.  
J. Bte. Rheaume.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, the action is continued at the instance of Mr. Roe.

James Fraser,  
Attorney to the  
Assignees of  
Thomas Finchley,  
vs.  
Dominique La  
Brosse.

Walter Roe, attorney for the plaintiff, and the defendant appeared.

The Court, after adjusting the matter of difference, ordered judgment be recorded against the said Dominique LaBrosse, that he pay unto the said James Fraser the sum of two pounds, eleven shillings and tenpence halfpenny, currency, with eleven shillings and eightpence of costs by him sustained.

Francois Latour  
vs.  
Louis Trudell.

The parties appeared and after adjusting the matter of difference judgment was recorded against the said Louis Trudell, that he pay unto the said Francois Latour ten pounds, currency; (in return to the plaintiff four hundred and fifty pounds of flour) with eleven shillings and eightpence costs by him sustained.

Frederick Arnold  
vs.  
J. Bte. Laduc,  
fils.

The plaintiff appeared by Walter Roe, his attorney, and the defendant being called and appeared. The Court took into consideration the report of auditors upon the matter in dispute who were nominated by consent of the parties to report on their difference. Whereupon the Court order judgment be recorded against the said Jean Bte. Laduc fils, that he pay unto the said Frederick Arnold the sum of ten pounds of the currency of New York, equal to six pounds, five shillings, currency of Quebec, and the sum of ..... costs by him sustained.

Mathew Dolson  
vs.  
John Suittor.

The parties appeared and after taking into consideration the difference between them the Court ordered that the said John Suittor pay unto the said Mathew Dolson the sum of nine pounds, eleven shillings and elevenpence, currency, and the sum of ..... costs by him sustained.

Court adjourned to the 10th September.

Province of  
Quebec.  
District of Hesse.  
10 September, 1789  
T.S.

Court of Common Pleas held at L'assomption on Thursday, the 10th day of September, 1789.

Present: The Honourable William Dummer Powell, Esquire, First Judge of said Court.



The plaintiff appeared and filed his declaration and the defendant in person acknowledged the debt and agreement for the rent of a house, but that he had lost several articles out of the said house owing to the carpenters making repairs in the said house before his time was expired.

Jacques Peltier  
vs.  
Laurent Maure.

The plaintiff replied that he neither entered nor authorized anyone to enter the said house before the defendant's time was expired.

Be it remembered that on the tenth day of September, in the year of our Lord one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, Jacques Peltier, of the Parish of St. Anne, and then and there in person declared that the said Laurent Maure was to him justly indebted in the sum of twenty-seven pounds, sixteen shillings, currency of said Province, for the rent of a house, and the said Laurent Maure, having been summoned to appear to answer the plaint in the said declaration set forth, and then and there accordingly did appear and confessed the debt to be just, but pleaded he had lost several articles out of the said house owing to a certain Jean Bte. Crete, with his men, making repairs in the said house before his time was expired. The said Jacques Peltier replied that he neither entered himself nor authorized any person whatsoever so to do before the defendant's time was expired, all which being duly considered by the Court judgment is recorded against the said Laurent Maure, that he pay unto the said Jacques Peltier the sum of twenty-seven pounds, sixteen shillings, currency, and ..... of costs by him sustained with interest from the eighth of September, last, instant, until perfect payment, with recourse against the said J. B. Crete for damages in his allegation set forth.

District of Hesse.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, but a letter was received from him setting forth his plea accompanied with a certificate, exhibit A, now filed.

Jean Baptiste  
Petre  
vs.  
Alexander Harrow.

Charles Smyth, acting by procuration for the plaintiff, and Walter Roe, Esq., attorney for the defendant, entered appearance.

John Askin  
vs.  
Antoine Dequindre.

Charles Smyth, attorney for the defendant, filed his agreement with the plaintiff and produced Jno. Martin as evidence. The Court allowed the plaintiff eight days to prove his allegations.

CAUSES UNDER  
TEN POUNDS  
STERLING.  
Antoine Boullard  
vs.  
Rich'd Pollard.

Hyacinth  
Latourelle  
vs.  
William  
Groesbeck.

The parties appeared and the defendant is ordered to give the plaintiff his account before eight days; and then if the defendant falls in debt to the plaintiff he has a recourse to the Court.

Thomas Cox  
vs.  
Jordan Ivory.

This cause stands over at the instance of Mr. Roe, the plaintiff's attorney.

James Fraser,  
Curator to the  
Succession of  
Samuel Judah,  
vs.  
Joseph Mallett.

The parties appeared, and on motion of Walter Roe, the plaintiff's attorney, the action is continued for fourteen days for the plaintiff to prove his allegations.

James Fraser,  
Curator to the  
Succession of  
Thos. Williams  
& Company,  
vs.  
J. Bte. Rheaume.

Continued on motion of Mr. Roe, the plaintiff's attorney, for further testimony.

James Fraser,  
Curator to the  
Succession of  
Sam'l Judah,  
vs.  
Charles Chene.

Walter Roe, attorney for the plaintiff, and the defendant appeared and confessed the debt as set forth in the plaintiff's declaration, after deducting two pounds, sixteen shillings, York.

Province of  
Quebec.  
District of Hesse.  
T.S.

Be it remembered that on the third of September, in the year of our Lord one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, James Fraser, curator to the succession of Samuel Judah, by Walter Roe, his attorney, and then and there declared that the said Charles Chene was justly indebted to him in the sum of three hundred and twelve pounds, ten shillings, currency, by two notes of hand, and the said Charles Chene being summoned to appear to answer the plaint of the said James Fraser in the said declaration set forth and then and there acknowledged the debt but prayed continuance of the action for eight days, and on the tenth of the said month in the same year came the said Charles Chene, before the said Court, and there confessed judgment for the debt as set forth in the plaintiff's declaration excepting two pounds, sixteen shillings, York, which he had paid on account, all which being taken into consideration by the Court, judgment is recorded against the said Charles Chene, that he pay unto the said James Fraser the sum of three hundred and ten pounds, fifteen shillings, currency of the said Province, and nine pounds, six shillings and sixpence costs by him sustained with interest from the tenth of said month of September until perfect payment.

Execution issued 25th September, 1789. Returnable 7th January, 1790.



Debt .....	£310 15 0
Costs .....	9 6 6
<hr/>	
Quebec currency .....	£320 1 6

Walter Roe, attorney for the plaintiff, and the defendant appeared. The plaintiff called as evidence John Martin of full age, not interested and duly sworn, deposeth that he saw the defendant, Charles St. Abeau, make his mark as his signature to the note in question and that the words "Charles St. Abeau," his mark around the cross in the exhibit A filed in this cause is of the handwriting of the deponent.

James Fraser,  
Curator to the  
Succession of  
Samuel Judah,  
vs,  
Charles St. Abeau.

(Signed on the Minutes), JOHN MARTIN.

Be it remembered that on the third day of September, in the year of our Lord one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, James Fraser, curator to the succession of Samuel Judah of New York, deceased, by Walter Roe, his attorney, and then and there declared that the said Charles St. Abeau was justly indebted in the sum of seventeen pounds, seven shillings and fourpence, currency, and the said Charles St. Abeau having been summoned to appear to answer the plaint of the said James Fraser in the said declaration set forth, and there denied the debt and his signature to the said note, whereupon eight days was allowed to the plaintiff to prove his allegations as in his declaration contained, and on the tenth of September, in the same month and year came the said James Fraser again by his said attorney, and made proof by the oath of John Martin that the words Charles St. Abeau, his mark around the cross in the said note is of the proper handwriting of the deponent, and that he was present when the said Charles St. Abeau made his mark to the same as his signature, the said Charles St. Abeau being thrice called and not appearing, all which being duly considered by the Court, judgment is recorded against the said Charles St. Abeau that he pay unto the said James Fraser the sum of seventeen pounds, seven shillings and fourpence, currency of said Province, and the sum of . . . . . costs by him sustained, with interest from the first of September in the said month until perfect payment.

Prov. Quebec.  
District of Hesse.  
T.S.

Execution issued 25th September, 1789, and returnable 7th January, 1790.

Debt .....	£17 7 4
Costs .....	

Thomas Finchley  
vs.  
Pierre Chene.

Walter Roe, attorney for the plaintiff, and the defendant appeared. Mr. Roe moved to mend his declaration, which was granted by permission of the defendant.

Province of  
Quebec.  
District of Hesse.  
T.S.

Be it remembered that on the third day of September, in the year one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, Thomas Finchley, by Walter Roe, his attorney, and then and there declared that the said Pierre Chene was justly indebted by a note of hand in the sum of fifty-eight pounds, fourteen shillings and sevenpence, currency of said Province, and the said Pierre Chene having been summoned to appear to answer the plaint of the said Thomas Finchley in the said declaration set forth, and then and there acknowledged the original debt to be just, but that he had made several payments on account—thereupon eight days was allowed the plaintiff to make proof of his allegations in his said declaration contained, and on the tenth of the said month came the said Thomas Finchley, by his said attorney, and moved to amend his declaration, and thereupon by admission of the said Pierre Chene he, the said P. Chene, is condemned to pay unto the said Thomas Finchley the sum of forty-eight pounds, eleven shillings and fourpence, currency of said Province, and eight pounds, eight shillings of costs by him sustained, with interest from the first of September on the principal sum until actual payment.

Jean Baptiste  
Tourongeau  
vs.  
Francois Latour.

Walter Roe, attorney for the plaintiff, and the defendant appeared. The parties agreed to leave the accounts to arbitrators, and the plaintiff named on his part William Monforton and the defendant Francis Dubois, and in case of difference to call an umpire, whereupon the Court ordered a rule that they make their award in fourteen days.

Richard Dobie,  
of Montreal,  
Merchant,  
vs.  
John Martin,  
of Detroit.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, the plaintiff called James Urquhart as evidence, and sworn of full age and not interested in this cause, and sayeth that he is acquainted with the handwriting of the defendant, and that the name "John Martin," subscribed to the exhibit A. being the note in question now filed in this cause, is of his proper handwriting.

(Signed on the Minutes), JAS. URQUHART.

Prov. Quebec.  
Dist. Hesse.  
T.S.

Be it remembered that on the third day of September, in the year of our Lord one thousand seven hundred and



eighty-nine, came before His Majesty's Court of Common Pleas for the said District, Richard Dobie, of Montreal, in the said Province, merchant, by Walter Roe, his attorney, and then and there declared that the said John Martin was justly indebted to him in the sum of three hundred and eighty-three pounds, seven shillings and threepence, currency of said Province, due by balance of a note of hand, and the said John Martin, having been summoned to appear to answer the plaint of the said Richard Dobie in his said declaration set forth, and being thrice called and not appearing the default of the said John Martin was recorded and the eighth day from the said third of September given to the said Richard Dobie to make proof of the allegations in his said declaration contained, whereupon on the tenth of September following, in the same year, came the said Richard Dobie, by his said attorney, and made proof by the oath of James Urquhart, that the name John Martin subscribed to a certain note of hand by the said Richard Dobie to the said Court produced, and on which the demand of the said Richard Dobie in his said declaration was grounded, was of the proper handwriting of the said John Martin, and thereupon the said John Martin, being again thrice called and not appearing, the said Richard prayed that his second default might be recorded and that for the profit of such default obtained he might have judgment for his said debt and costs, all which being duly considered by the Court judgment is recorded against the said John Martin, that he pay to the said Richard Dobie, the sum of two hundred and seventy-eight pounds, five shillings, of the currency of said Province of Quebec, with interest from the date of said note, the twenty-first of October, one thousand seven hundred and eighty-four, and eight pounds, fifteen shillings of costs by him sustained.

Execution issued 25th September, 1789. Returnable 7th January, 1790.

Debt .....	£278	5	0
Costs .....	8	15	0
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Quebec currency .....	£287	0	0

Walter Roe, attorney for the plaintiff, and the defendant appeared. The plaintiff, by his said attorney, moved to have the action stand over until the first Court day in November next, as a material witness in this cause is now absent in the Indian country—and filed two receipts, Ex. A. B.

James Fraser,  
Attorney by  
Procurator to  
Thomas Cox,  
vs.  
Pierre LaBute

Charles  
McCormick  
vs.  
Alex'r McKee.

Charles Smyth, attorney for the plaintiff by special procuration, and Walter Roe, attorney for the defendant, filed his plea.

Antoine Jalbert  
vs.  
Jonathan  
Schieffelin.

Charles Smyth, attorney for plaintiff, by special-procuration and the defendant appeared in person, and called as evidence in the behalf of the defendant John McGregor, of full age and not interested, and duly sworn and says, "that he does not know anything respecting the matter in question." Likewise called as evidence on the behalf of the defendant Raphael Bellonger, of full age and not interested in this cause, and says: "Que lui ettoit en compagnie avec Antoine Jalbert quand le dite Jalbert avait laisser le service du defendeur le dix Septieme du Moi de Mai."

(Signed on the Minutes), RAPHAEL BELLONGER.  
(Sa Mark.) T. S. Clk.

Catherine  
Desriviere  
Lamoinodiers  
vs.  
Her husband,  
Antoine Dagnis  
Dequindre.

Walter Roe, attorney for the plaintiff, filed a renunciation, the defendant being three times called and not appearing. The Court made a rule that the plaintiff do produce his evidence next Court day at nine o'clock in the morning.

Meldrum & Park  
vs.  
J. B. Crete.

Walter Roe, attorney for the plaintiff, and Charles Smyth, acting by procuration for the defendant. The plaintiff's attorney moved to mend his declaration, which the Court granted—entered upon a trial and the defendant objected against the accounts. Ordered, that the parties prove their respective accounts in eight days.

Hugh Heward  
vs.  
John Askin.

Walter Roe, attorney for the plaintiff, and Charles Smyth, acting by procuration for the defendant. After trial of the cause Mr. Roe moved for a discontinuance of the suit and the Court ordered the same to be discontinued accordingly.

Isaac Dolson  
vs.  
Joseph Pernier  
dite Vadboncoeur.

Walter Roe, attorney for the plaintiff, and the defendant being called and not appearing.

District of Hesse.

Be it remembered that on the twentieth day of August, in the year of our Lord one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, Isaac Dolson, of L'assomption, yeoman, by Walter Roe, his attorney, and then and there declared that on the sixth day of April, in the year of our Lord one thousand seven hundred and eighty-six, for a valuable consideration he purchased "from John Askin,



of Detroit, merchant, a certain tract of land situate at the Petite Côte on the south side of the River Detroit, containing three acres in front by forty in depth, bounded in front by the said River Detroit and in the rear by unlocated lands, on the east north-east by a farm, the property of the plaintiff, and on the west south-west by John Wilson, to have and to hold the said premises with the appurtenances thereunto belonging to him and his heirs for ever, by virtue whereof the plaintiff, on the seventh day of April, one thousand seven hundred and eighty-six, entered upon the said premises and was possessed thereof; and the plaintiff being so quietly and peaceably possessed thereof, the said defendant afterwards, that is to say, on the seventh day of December, one thousand seven hundred and eighty-seven, violently entered into the said premises with the appurtenances the property of the plaintiff as aforesaid, and which he legally held from the said seventh of April, one thousand seven hundred and eighty-six, to the said seventh of December, one thousand seven hundred and eighty-seven, and ejected him out of said farm, and now forcibly retains possession thereof, together with his improvements thereon and farming utensils and other wrongs to the said plaintiff did to his great damage one thousand pounds," and the said Joseph Pernier 'dite Vadboncoeur, having been summoned to appear to answer the plaint of the said Isaac Dolson, in the said declaration set forth, and then and there acknowledged that the plaintiff was in peaceable and quiet possession of the premises in question, and that he did enter on the said premises in the manner and form as set forth in the plaintiff's said declaration, which being duly considered by the Court, it was ordered that the defendant put the plaintiff immediately in full possession of the said premises, and eight days allowed the said Isaac Dolson to make proof of the allegations in his said declaration contained, whereupon on the twenty-seventh day of August, in the said year, came the said Isaac Dolson, by his said attorney, and the said Joseph Pernier dite Vadboncoeur appeared, and by consent of parties it was agreed to continue the action for eight days more. And on the third of September following, came the said Isaac Dolson, by his said attorney, and the said Joseph Pernier dite Vadboncoeur being thrice called and not appearing, and the action continued for eight days further at the instance of the said Isaac Dolson's attorney. Whereupon on the tenth of September, in the said year one thousand seven hundred and eighty-nine, came the said Isaac Dolson, by his said attorney, and the defendant being again thrice called and not appearing, all which being duly considered

by the Court, judgment of the re-entry is recorded, and that the said Joseph Pernier dite Vadboncoeur pay unto the said Isaac Dolson, the sum of nine pounds, seventeen shillings, currency of the Province, for costs by him sustained.

Execution issued 2nd October, 1789, and returnable in one month.

Costs ..... £9 17 0

McKillip, Jacobs  
and Company,  
of Detroit,  
Merchants,  
vs.  
Claud Solaut, of  
the same place,  
Yeoman.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, called on the part of the plaintiffs, George Ironsides, as evidence, of full age and not interested, and duly sworn saith: "That he was present when the defendant made his mark to the exhibit X now filed in Court and knows it to be his proper mark, and that he wrote the body of the said exhibit at the request of the defendant."

(Signed on the Minutes), GEO. IRONSIDES.

District of Hesse.  
T.S.

Be it remembered that on the twenty-third of July, in the year of our Lord one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, Messrs. McKillip, Jacobs and Company, of Detroit, merchants, by Walter Roe, their attorney, and then and there declared "That Claud Solaut, of Detroit, Yeoman, is justly indebted to them on a balance of account for goods, wares and merchandises sold and delivered to him, and for moneys paid, laid out and expended to and for the use of the said Claud Solaut in a sum of one hundred and seventy-nine pounds, twelve shillings and threepence of lawful money of the Province of Quebec, which sum although often demanded still remains due." and the said Claud Solaut having been summoned to appear to answer to the plaint of the said McKillip, Jacobs and Company, and then and there appeared and denied to owe anything to the said McKillip, Jacobs and Company, and that he only acted for them in the quality of a clerk, and twenty-eight days from the said twenty-third of July was allowed to the said McKillip, Jacobs and Company to prove their allegations in their said declaration contained, and on the twentieth of August, in the said year, came the said McKillip, Jacobs and Company, by their said attorney, and filed their replication that the said Claud Solaut was indebted in the manner and form as set forth in the said declaration, and the said Claude Solaut being thrice called and not appearing, the default of the



said Claud Solaut was recorded, and the action continued to the twenty-seventh of August, on which day the said Claud Solaut was again thrice called and not appearing, and the said plaintiff's attorney moved for further continuance to prove the allegations in their said declaration contained, whereupon on the third day of September the said Claud Solaut appeared and by consent of parties the action was continued again until the tenth of September in the same month, the day agreed and appointed for trial, and on which day the said Claud Solaut being thrice called and not appearing, and the plaintiff's attorney moved to bring forward his evidence, and George Ironside was duly sworn of full age and not interested, and declared "that he was present when the said Claud Solaut made his mark to a certain exhibit X filed in Court and knows it to be his proper mark, and that the body of the said exhibit was wrote by the said George Ironside by the request of the said Claud Solaut," all which being duly considered by the Court judgment is recorded against the said Claud Solaut, that he pay unto the said McKillip, Jacobs and Company, the sum of one hundred and seventy-nine pounds, twelve shillings and threepence, currency, with interest from the twenty-first of July, last, until actual payment, and eleven pounds, four shillings and sixpence of costs by them sustained.

Execution issued 25th September, 1789, and returnable 7th January, 1790.

Debt .....	£179	12	3
Costs .....	11	4	6
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Quebec currency .....	£190	16	9

Walter Roe, attorney for the defendant, entered appearance, and Charles Smyth, acting by procuration for the plaintiff, declined to act any further in his behalf, and the plaintiff, therefore, was thrice called and not appearing:

John Urquhart,  
of Detroit,  
Gentleman,  
vs.  
John Askin,  
of Detroit,  
Merchant.

Be it remembered that on the twentieth of August, in the year of our Lord one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the said District, John Urquhart, of Detroit, gentleman, by Charles Smyth, his attorney, by procuration and then and there declared that John Askin, of Detroit, merchant, is justly and truly indebted to him in the balance of account for receiving, storing and shipping twelve hundred bushels of corn at Fort Erie in the sum of thirteen pounds, nine shillings and eightpence, currency,

Province of  
Quebec.  
District of Hesse.  
T.S.

which although often demanded still remains due, and the said John Askin having been summoned to appear to answer to the plaint of the said John Urquhart in the said declaration set forth, and being thrice called and entered appearance by Walter Roe, his attorney. On the twenty-seventh of August, in the same year, came the defendant, by his said attorney, and filed his plea, and the plaintiff's attorney filed his replication. On the third of September following, came the parties, by their respective attorneys, and on motion of the plaintiff, by his said attorney, the trial was fixed in eight days, whereupon on the tenth day of September the defendant appeared, by his said attorney, the day appointed for trial, and Charles Smyth, acting by procuration for plaintiff, refused to act any further in his behalf, on which the plaintiff was thrice called to pursue his action and not appearing, all which being duly considered by the Court judgment is recorded against the said John Urquhart that he pay the sum of . . . . ., currency, of costs and the defendant be dismissed from this suit.

Jonathan  
Schieffelin,  
of Detroit,  
Gentleman,  
vs.  
John Visgar, of  
Saguinau, Trader.

Walter Roe, attorney for the plaintiff, and the defendant appeared and acknowledged to have received, belonging to the plaintiff, nine barrels, one tierce and two kegs of sugar, the exact weight he does not know, and that the defendant acknowledges it to be the same sugar now seized by the sheriff. And having raised his default for reason why, judgment should not be pronounced against him for the amount of the goods charged, and says there was a specific agreement between him and the plaintiff that such goods as he took up for his own use was to be charged at prime cost and expenses, but, the goods received were by him as a partner traded for the use of the Company, in proof of which he produces John McGregor, of full age and not interested, who says, "that to the best of his knowledge the defendant was to have goods for his own use at the Detroit price, and that he does not know the parties having any separate concerns at Saguinau, nor does he know of the defendant having any goods of his own but what belonged to the Company, and that the account produced against the defendant he says is not at the Detroit prices and charges to Saguinau, but charged more, and that he believes there was an agreement between the parties that the defendant should have the goods for his private use at prime cost and expenses to Saguinau."

(Signed) JOHN MCGREGOR.

The said John McGregor called again to estimate the value of said sugar, and says he thinks it worth one shilling,



New York currency, per pound. The action is continued for the Court to consider.

The parties appeared, by their respective attorneys, and on motion of Mr. Smyth, the plaintiff's attorney, by procuration, the action stands over for eight days for the testimony of William Monforton.

William Groesbeck  
vs.  
Joseph Gamelin.

This cause is continued for eight days at the instance of Mr. Roe.

OLD CAUSES  
UNDER TEN  
POUNDS STER-  
LING.  
Thomas Cox  
vs.  
Jordan Ivory.

The parties appeared and on motion of Mr. Roe, the plaintiff's attorney, the action is continued for fourteen days for further testimony.

James Fraser,  
Curator to the  
Succession of  
Samuel Judah,  
of New York,  
deceased,  
vs.  
Joseph Malet, of  
the Parish of St.  
Anne, Yeoman.

Continued for eight days for further proof of the delivery of the articles in question stated in the plaintiff's account and declaration.

James Fraser,  
Curator to the  
Succession of  
Thomas Williams  
& Company,  
of Detroit, Mer-  
chant, deceased,  
vs.  
J. B. Rheaume,  
of St. Anne,  
Yeoman.

Court adjourned to the 17th of September, 1789. T. S.

Court of Common Pleas, Thursday, the 17th day of September, 1789.

Province of  
Quebec.  
District of Hesse.  
17 Sept., 1789.  
T.S.

Present: The Honourable William Dummer Powell, Esquire, first Judge of said Court, etc.

Walter Roe, attorney for the plaintiff, filed his contract of marriage and the defendant appeared. On motion of Mr. Roe (the plaintiff's said attorney) William Monforton was called as evidence, of full age and not interested, and duly sworn, says: "That he saw the plaintiff, Catharine Desriviere Lamoinodiers Dequindre sign her name to the exhibit A, filed in Court the tenth day of September instant."

Catharine Des-  
riviere LaMoin-  
odiers Dequindre  
vs.  
Her husband,  
Antoine Dagnis  
Dequindre.

(Signed) WM MONFORTON, Notary Public.

Called as evidence, Francois Perthuir, who is produced by Mr. Roe, the plaintiff's attorney, being of full age and not interested, and duly sworn.

Question 1st by Mr. Roe, the plaintiff's attorney: "Si le temoin connoit Antoine Dagnio Dequindre le defendant dans cette cause?" Answer: "Oui!"

Question 2nd by Mr. Roe: "Si lui connoit les ettat de ces affair?" Answer: "Que non."

Question 3rd by Mr. Roe: "Avez vous entendu si avoit une seizer a chez lui?" Answer: "Que lui avoit entendre dire."

Question 4th by Mr. Roe: "Avez vous entendre dire que ce meubles ettés vendû, et par qu'il?" Answer: "Que lui avoit entendû dire que l'ont etté vendû a l'encan."

Question 5th by Mr. Roe: "Si l'ont etté vendû par le Sheriffe?" Answer: "Je ne sai pas."

(Signed) PERTHUIR.

On motion of Walter Roe, the plaintiff's attorney, William Monforton was called again and questioned:

Question 1st by Mr. Roe: "Si il connoit le defendant dans cette cause?" Answer: "Que oui!"

Question 2nd by Mr. Roe: "Si lui a connaissance que il y ait une seizer au chez le defendant?" Answer: "Que il entendû dire."

Question 3rd by Mr. Roe: "Si lui a connaissance qui ces effets etté vendû par le Sheriffe?" Answer: "Que lui avoit entendû dire que les effets etté vendû dans la Cour de Sheriffe."

Question 4th by Mr. Roe: "Si il connoit les ettat des affair du defendant?" Answer: "Que il connoit pas possitivement les ettat des son affair, mai qu'il doit beaucoup et pas grand bien pour satisfaire."

(Signed) WM. MONFORTON, Notary Public.

This action stands over to another Court, on motion of Mr. Roe.

Robert Gowie  
vs.  
Thomas McCrea.

Walter Roe, attorney for the plaintiff, filed declaration, and Charles Smyth, attorney by procuration for defendant, entered appearance.

Elizabeth Malcolm  
vs.  
Her husband,  
James Donaldson.

The plaintiff filed declaration and Walter Roe, attorney for the defendant, entered appearance.

George Meldrum  
and William Park,  
of Detroit,  
Merchants and Co-  
partners in trade,  
vs.  
Joseph Barron,  
of St. Anne.

Walter Roe, attorney for the plaintiff, filed his declaration and the defendant appeared in person and moved for fifteen days delay on account of his family being in a bad state of health, which the Court granted.

Jean B. Petre, of  
St. Anne, Yeoman,  
vs.  
Capt. Alexander  
Harrow, of the  
Naval Dept.

Walter Roe, attorney for the plaintiff, and the defendant being thrice called and not appearing, Mr. Roe moved to bring the action to trial next Court, and the same was granted.



Walter Roe, attorney for the plaintiff, filed a certificate, which was acknowledged by Mr. Smyth, acting by procuration for the defendant, as per exhibit Y now filed in Court. The Court will be ready to pronounce judgment the next Court day.

Jonathan Schieffelin,  
of Detroit,  
Gentleman,  
vs.  
John Visgar, of  
Saguinau, Trader.

Walter Roe, attorney for the plaintiffs, and Charles Smyth, acting by procuration for the defendant, appeared, and by consent of parties it is ordered that Charles Morran and John Askin, Esquire, do report the value of the wood and timber delivered by the defendant to the plaintiff by virtue of an agreement dated the tenth day of October, in the year one thousand seven hundred and eighty-nine, agreeable to the accounts of delivery (exhibits H., I.) and that their report on the delivery of the value of such wood be made in eight days.

George Meldrum  
and William Park,  
of Detroit,  
Merchants,  
vs.  
J. B. Crete.

That John Askin and William Robertson, Esquires, do credit the detailed accounts of articles furnished by the plaintiffs to the defendant for which he is charged by them in the several exhibits C, D, E, F, H, I, and do report the overcharges above the current prices of that day, if any there be on any of the articles so detailed.

On suggestion of Walter Roe, for the plaintiff, the defendant has neglected to file his accounts agreeable to the rule of the tenth inst. It is ordered that unless the defendant do comply therewith in three days after notification of this rule, that the arbitrators do proceed *ex parto*.

J. B. Tourongeau  
vs.  
Francois Latour.

(Signed on the Minutes), W. D. P.

Charles Smyth, acting by procuration for the plaintiff, filed declaration and the defendant being thrice called and not appearing. The plaintiff's attorney filed a note of hand and called as evidence in his behalf James McDonell, of full age and not interested, and duly sworn, says: "That he saw the defendant sign his name to the exhibit A, being a letter of attorney now filed in Court."

William Robertson  
vs.  
Thomas McCrea.

(Signed on the Minutes), JAMES McDONELL.

The Court continued the action for eight days, and if the defendant does not appear then to take off the default, judgment will be pronounced against him.

Charles Smyth, acting by procuration for the plaintiff, and Walter Roe, attorney for the defendant, moved that: inasmuch as no cause is shown on the part of the plaintiff why he should not proceed to the proof of his demand

William Groesbeck,  
of St. Anne,  
Merchant,  
vs.  
Joseph Gamelin,  
of L'assomption,  
Trader.

agreeable to the rule of the tenth instant, prays the action be dismissed with costs. The adverse party moved for further continuance eight days in order to bring his proof.

Province of  
Quebec.  
District of Hesse.  
T.S.

Be it remembered that on the twenty-third of July, in the year of our Lord one thousand seven hundred and eighty-nine, came before his Majesty's Court of Common Pleas for the said District, William Groesbeck, of Detroit, merchant, by Charles Smyth, his attorney by procuration, and then and there declared "that the defendant was justly and truly indebted to him by balance of account for goods, wares and merchandise sold and delivered in the sum of two hundred and thirty-one pounds, three shillings and sevenpence, money of the late Province of New York, which, although often demanded, still refused to pay and satisfy." And the said Joseph Gamelin of the Parish of L'assomption, trader, being summoned to appear to answer the plaint of the said William Groesbeck in the said declaration set forth and entered appearance by Walter Roe, his attorney. The action is continued to the twentieth of August in the same year, on which day the defendant appeared, by his said attorney, and the plaintiff, by his said attorney, moved to continue the action for eight days for further testimony, which was granted by the Court. And on the twenty-seventh of August in the same month and year, came the parties before the said Court, by their said attorneys, and mutually consented to continue the action again for eight days. On the third of September in the same year, came again the said parties, by their said attorneys, and on motion of Charles Smyth, the plaintiff's attorney, the Court granted a further delay of eight days. On the tenth of September in the same year came again the parties, by their respective attorneys, and Charles Smyth, the plaintiff's attorney, again moved for a further continuance for eight days for the testimony of William Monforton, who is a material witness in this cause, and whereupon the seventeenth day of September in the same month, came the said parties, by their respective attorneys, and Charles Smyth, attorney for the plaintiff, again moved for further continuance, whereupon the defendant's attorney, Walter Roe, moved to the Court that: "Inasmuch as no sufficient cause is shown on the part of the plaintiff why he should not proceed to the proof of his demand agreeable to the rule of the tenth instant, prayed the action be dismissed with costs." All which being duly considered by the Court judgment of nonsuit is recorded against the said William Groesbeck, that he pay the sum of ..... currency of costs accrued in the premises.



Charles Smyth, acting by procuration for the plaintiff, and Walter Roe, attorney for the defendant. The plaintiff's attorney moved to mend his declaration which the defendant's attorney objected, otherwise the non-payment of costs, whereupon it was ordered, on motion of Mr. Smyth for plaintiff, that the cause be tried in eight days.

Charles McCormick  
vs.  
Alex. McKee.

After hearing the difference of the parties the Court ordered judgment to be recorded against the said Jacob Bougart, that he pay unto the said Geo. Deacons the sum of thirty-seven shillings and fourpence, New York currency, and fourteen shillings and eightpence, currency of Quebec, of costs by him sustained.

CAUSES UNDER  
TEN POUNDS  
STERLING.

Geo. Deacons  
vs.  
Jacob Bougart.

Walter Roe, for the plaintiff, and the defendant appeared, and on motion of the plaintiff the action is continued for fifteen days.

Thomas Cox  
vs.  
Jordan Ivory.

The parties appeared and for want of a sufficient proof on the part of the plaintiff the action is dismissed with costs.

Antoine Boullard  
vs.  
Richard Pollard.

After hearing the allegations of the parties the Court ordered judgment be recorded against the said Joseph Penout, that he pay unto the said André Decaroux the sum of ten pounds, twelve shillings, and the sum of ..... costs by him sustained, being both of the currency of New York.

André Decaroux  
vs.  
Joseph Penout.

Debt .....	£10 12 0
Costs .....	
N. Y. currency.	

W. Roe, attorney for the plaintiff, the defendant appeared and after hearing the allegations of the parties judgment is recorded against the said Joseph Barron, that he pay the said Thomas Finchley the sum of eight pounds, fourteen shillings and fourpence halfpenny, currency, and ten shillings and eightpence costs by him sustained.

Thomas Finchley  
vs.  
Joseph Barron.

Debt .....	£8 14 4½ Hfx.
Costs .....	0 10 8
	<hr/>
	£9 5 0½
Execution .....	0 1 0
Bailiff .....	0 4 0

Execution issued 3rd October, 1789, and returnable in one month.

James Fraser,  
Curator to the  
Succession of  
Samuel Judah,  
vs.  
Jos. Barron.

Walter Roe, attorney for the plaintiff, and the defendant appeared in person. After hearing the allegations and duly weighing the difference, judgment is recorded against the said Joseph Barron, that he pay unto the said James Fraser the sum of four pounds, eighteen shillings and sixpence, currency, and ten shillings and eightpence of costs by him sustained.

Debt .....	£4 18 6 Hfx.
Costs .....	0 10 8
<hr/>	
	£5 9 2
Execution .....	0 1 0
Bailiff .....	0 4 0

Execution issued 3rd October, 1789, and returnable in one month.

Jean Marie La  
Bathe  
vs,  
Joseph Castillion.

The parties appeared and on confession of the debt by the defendant judgment is recorded against the said Joseph Castillion, that he pay unto the said Jean Marie LaBathe the sum of three pounds, ten shillings and twopence, currency, and eleven shillings and eightpence of costs by him sustained.

Debt .....	£3 10 2
Cost .....	0 11 8
<hr/>	
	£4 1 10
Writ .....	0 1 0
Bailiff .....	0 4 0

Execution issued and returnable in one month.

John Askin,  
Esquire,  
vs.  
Antoine Dequindre,  
of St. Anne.

Charles Smyth, acting by procuration for the plaintiff, and Walter Roe, attorney for the defendant, moved for continuance of the action, which was granted.

Hyacinth Latourell  
vs.  
William Groesbeck.

The plaintiff is dismissed from his action and to pay costs of suit.

Antoine Jalbert,  
of Detroit,  
Labourer,  
vs.  
Jonathan  
Schieffelin, of the  
same place, Trader.

Charles Smyth, attorney for the plaintiff, and the defendant appeared in person.

Province of  
Quebec.  
District of Hesse.  
T.S.

Be it remembered that on the third day of September, in the year of our Lord one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common



Pleas for the said District, Antoine Jalbert, of Detroit, labourer, by Charles Smyth, his attorney by procuration, and then and there declared: "That Jonathan Schieffelin, of Detroit, trader, some time in the autumn of last year when it is customary amongst traders to engage labourers for the purpose of going into the Indian country to assist them in their trade with the Indians, did, by a verbal agreement, engage the said Antoine Jalbert to go with him to Saguinaw, an Indian Post, for the purpose aforesaid, and did promise and undertake to pay him, the said Antoine Jalbert, the sum of twenty pounds, sixteen shillings and eightpence, Halifax currency, and also to furnish him with wholesome meat, drink and lodgings, provided he, the said Antoine Jalbert, should well and truly serve him, the said Jonathan Schieffelin, from the day of the said agreement until the fifteenth day of May, one thousand seven hundred and eighty-nine, when he was to receive his wages as aforesaid and be discharged and set at liberty from all further service to him, the said Jonathan Schieffelin, in consequence of the said agreement. That the said Antoine Jalbert did, in every respect, perform his duty as a good and faithful servant during the said period, and at the expiration thereof did expect to receive his wages as aforesaid; but the defendant, without any reasonable cause whatsoever, absolutely refused to pay him the same, and still doth refuse to pay him the said sum of twenty pounds, sixteen shillings and eightpence, Halifax currency, so long and justly due." And the said Jonathan Schieffelin, having been summoned to appear to answer the plaint of the said Antoine Jalbert in the said declaration set forth, and then and there appeared and verbally denied to owe anything to the said Antoine Jalbert, but on the contrary averred that the said Antoine Jalbert owed him two hundred and thirty-one livres, for which he prayed to become an incidental plaintiff, and filed the said Antoine Jalbert's engagement subscribed by him at Detroit, and offered to bring proof that the said Antoine Jalbert did not perform his engagement, and produces his account, items of which he begged leave to prove. The action continued to the tenth of the same month, being eight days' delay, on which day the parties again appeared, and the said Jonathan Schieffelin produced as evidence on his part John McGregor, of full age and not interested, and duly sworn, "declared to know nothing of the matter in question." Likewise the said Jonathan Schieffelin called as evidence on his behalf Raphael Bellonger, of full age and not interested, who declares, "that he was in company with the said Antoine Jalbert when he left the service of the said

Jonathan Schieffelin, which was the seventeenth of last May." The action was continued for eight days further, whereupon the seventeenth of the same month of September, in the same year, came again the said Antoine Jalbert, by Charles Smyth, his said attorney, and also the said Jonathan Schieffelin, the defendant in this cause, and after the allegations of the parties being duly considered by the Court the action is dismissed and the said Antoine Jalbert, plaintiff in this cause, to pay the sum of . . . . ., currency, of costs accrued in the premises.

Court adjourned to the 24th of September, 1789. T. S.

Province of  
Quebec.  
District of Hesse.  
24 September, 1789.  
T.S.

Court of Common Pleas, held at L'assomption, District of Hesse, in the Province of Quebec, this 24th day of September, 1789.

Present: The Honourable William Dummer Powell, Esq., First Judge of said Court, etc.

Angus McIntosh,  
of Detroit,  
Merchant,  
vs.  
Jean Bte.  
Rheume, of the  
same place.

Walter Roe, attorney for the plaintiff, filed his declaration and the defendant being thrice called and not appearing, it is ordered that a default be recorded against him.

Francois Barbeau  
vs.  
Pierre Durand.

Charles Smyth, acting by procuration for the plaintiff, filed declaration and exhibits A. B., and the defendant after being thrice called entered appearance.

Catherine  
Desriviere  
Lamoindiers  
Dequindre  
vs.  
Her husband,  
Antoine Dagnis  
Dequindre.

The defendant being thrice called and not appearing, Walter Roe, the plaintiff's attorney, moved to let the action stand over for eight days, his witnesses not being ready.

William Robert-  
son, of Detroit,  
Merchant,  
vs.  
Thomas McCrea.

Charles Smyth, acting by procuration for the plaintiff, and the defendant being thrice called and not appearing, it is ordered that the second default be recorded against him and the eighth day from this date be for trial.

Robert Gowie  
vs.  
Thomas McCrea.

Charles Smyth, acting by procuration for the defendant, filed his plea, denying the debt as set forth in the plaintiff's declaration and Walter Roe, attorney for the plaintiff, replied verbally that the defendant is indebted to the plaintiff in the sum of two hundred and thirty-nine pounds, eleven shillings currency, in manner and form as set forth in his declaration which he prays may be enquired of by the Court, and the said plaintiff's attorney moved for trial next Court day being the first of October next, which the Court ordered accordingly.



The plaintiff says that the defendant detains fifty pounds sterling in his hands sent to her by her friends in Scotland. Mr. Roe, attorney for the defendant filed a plea and denies to detain any sum of the plaintiff's whatever. The Court ordered a rule for trial in eight days and the plaintiff then to bring forward his proof.

Isabella Malcolm  
vs.  
Her husband,  
James Donaldson.

Walter Roe, attorney for the plaintiff, filed a note of hand and moved for trial next Court day the first of next October which was granted, and Charles Smyth, attorney by procuration to the defendant, filed a letter of attorney from the defendant to him.

Jean Bte. Peter,  
of St. Anne,  
Yeoman,  
vs.  
Alexander Harrow.

Walter Roe, attorney for the plaintiffs, filed a report of auditors respecting the plaintiff's accounts, and the defendant appeared by Charles Smyth, his attorney, and moved for continuance eight days in order to prove a demand respecting two notes of hand and a batteau lost by the plaintiffs, the property of the defendant.

George Meldrum  
and Wm. Park,  
of Detroit,  
Merchants,  
vs.  
J. Bte. Crete.

Walter Roe, attorney for the plaintiff, and the defendant appeared in person and declared to have no objections to the report of auditors now filed in Court by the plaintiff's attorney to which the defendant had before agreed to.

Jean Baptiste  
Tourongeau,  
of Detroit,  
Yeoman,  
vs.  
Francois Latour,  
of the same place,  
Yeoman.

Be it remembered that on the third day of September, in the year of our Lord one thousand seven hundred and eighty-nine, came before His Majesty's Court of Common Pleas for the District of Hesse, Jean Bte. Tourongeau, of Detroit, yeoman, by Walter Roe, his attorney, and then and there declared: "that the defendant was justly and truly indebted to him in the sum of one hundred and sixty-two pounds, ten shillings and fivepence currency of the Province of Quebec for divers goods, wares and merchandise sold and delivered to him, and for monies paid, laid out and expended to and for the use of the defendant and likewise for monies had and received by the defendant, the property of the plaintiff agreeable to account annexed to the declaration, which the defendant refuses to pay," and the said Francois Latour, the defendant, having been summoned to appear to answer the plaint of the said Jean Bte. Tourongeau in the said declaration set forth and then and there denied to owe anything to the plaintiff, that he had settled all accounts with him, in proof of which he filed an acquittance. On the tenth of said month of September, the parties again appeared and mutually agreed to leave the accounts to be decided by two arbitrators, and the said Jean Bte. Tourongeau named on his part William Monforton and

District of Hesse.  
T.S.

the said Francois Latour named on his part Francois Dubois, and in case of their differing in opinion to call an umpire and thereupon the Court granted a rule that the said arbitrators do make their award in fourteen days. On the seventeenth of the said month of September, Walter Roe, attorney for plaintiff, moved to the Court that the said Francois Latour had not filed his accounts agreeable to the rule of the tenth instant. The Court ordered that unless the said Francois Latour do comply therewith in three days after the notification of this rule, that the arbitrators do proceed *ex parte*. And on the twenty-fourth of the said month of September came again the said Walter Roe, attorney for the plaintiff, and filed the award of the arbitrators and the defendant, Francois Latour, appeared in person and then and there declared to have no objections to the award now filed in Court, whereupon the Court after duly considering the same, ordered judgment to be recorded against the said Francois Latour, the defendant in this cause, that he pay unto the said Jean Bte. Tourongeau, the plaintiff, the sum of forty-seven pounds, three shillings and elevenpence halfpenny, currency, with interest thereon computed from the thirtieth day of August last until actual payment and the sum of thirteen pounds, six shillings and sixpence of costs by him sustained.

Debt .....	£47	3	11½
Costs .....	13	6	6
<hr/>			
	£60	10	5½
Execution .....	0	5	0

T. S.

Charles McCormick  
vs.  
Alexander McKee.

Charles Smyth, acting by procuration, attorney for the plaintiff, moved to have his name discontinued in this suit, and upon which the plaintiff appeared for himself and Walter Roe, attorney for the defendant, moved for continuance until the arrival of Isadore Chene, Simon Girty and Capt. Caldwell, material evidences now absent and necessary for the issue, whereupon the Court granted a rule accordingly.

Isaac Williams  
vs.  
Jacques Charron.

Walter Roe, attorney for the plaintiff, and the defendant appeared in person, and by consent of parties the peremptory rule in this cause is extended until next Thursday.

John Askin  
vs.  
Antoine Dequindre.

Walter Roe, attorney for the defendant, filed his plea, and Charles Smyth, acting by procuration for the plaintiff



replied verbally that the defendant is indebted in manner and form as set forth in his declaration and prayed judgment, then moved for trial in eight days and the Court granted a rule accordingly.

## NOTE.

The first 36 pages of the manuscript of the following record are missing. It is probable they contained the Minutes of the Court from the 24th September, 1789, to the 19th May, 1791.

Roe, attorney for plaintiff, filed declaration. Defendant personally appeared and for plea says that he expected the plaintiff would wait for payment as he had not wherewithal to satisfy him, especially as his land was mortgaged for the money.

Defendant acknowledged the obligation.

Judgment for the same agreeable to the terms of plaintiff's declaration, one hundred and fifty-five pounds, sixteen shillings and eightpence Halifax, with interest from 12th May, 1791. T. S.

Execution issued 9th June, returnable 2nd Court in December next.

Debt .....	£155	16	8
Cost .....		9	6 6

Halifax .....	£165	3	2
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T. S.

Roe for plaintiff, filed declaration. Default. T.S.

Roe for plaintiff, ordered the opposition for trial in four weeks and that notice be given to the opponent, and that a subpoena be given Mr. Roe for Mr. Benac to appear in Court at that time and bring the original deed with him.

Court adjourned to 26th inst. T. S.

COURT OF COMMON PLEAS, holden at L'assomption the 26th of May, 1791.

Present: William Dummer Powell, Esquire, First Judge of said Court.

Parties appeared. Plaintiff non-suited for want of proof. T. S.

19 May, 1791.

Geo. McDougall

vs.

Jacques Campeau.

Geo. McDougall

vs.

Geo. Lyons.

John Askin

vs.

Ettienne Latour  
dit Bellard, on the  
opposition of  
Daniel McKillip.Province of  
Quebec.  
District of Hesse.  
26 May, 1791.

James Turner

vs.

Wm. Tucker.

CAUSES ABOVE  
TEN POUNDS.James May  
vs.  
James Fleet.Jos. Thibeault  
vs.  
J. B'e. Roucoute.

Roe for plaintiff moved for trial next Court day.  
Ordered accordingly; defendant not appearing. T.S.

Mr. Roe, for plaintiff, filed declaration and mortgage.  
Ex. A. The defendant appeared and acknowledges that he is indebted the sum demanded but for plea says that the mortgage contained in the deed dated 19th June, 1790, ought not to have any effect. The plaintiff replies that by the first deed of 30th Oct., 1783, the premises as stated in his declaration are already mortgaged and that such after deed was only a ratification of the former, and prays judgment. Continued *en deliberé*. T. S.

George Lyons  
vs.  
Francois Chabert,  
Esquire.

Roe appeared for plaintiff. James May sworn. That the plaintiff having this day filed the affidavit of James May purporting that the best and only witnesses to prove his demand are without the jurisdiction of this Court, and being willing to refer the said demand to the decisive oath of the defendant prays that a rule may be personally served on the said Francois Chabut, Esq., requiring him to attend this Court in his proper person on Thursday, the 9th of June next, then he to purge himself by his corporal oath from his said demand, failing whereof it shall be admitted and taken *pro confesso*. The Court ordered accordingly. T. S.

Graham and  
MacKenzie  
vs.  
Louis Campeau.

Roe for plaintiffs called James May and duly sworn, declared that the contents of the affidavit, Ex. A. now filed to be the truth and nothing but the truth. Called by plaintiff as evidence J. B'te. Morin of full age and being duly sworn, and declares as follows: Qu'il est commis actuelment employer par le demandeur et que de leur part il fut Dimanche dernier chez defendeur pour lui demander sa raison pour avoir pas acquitté la demande actuel. Pour reponse le defendeur a dit au temoin que ce est bien vrai que lue devoit le vingt trois ponds pour une quart de romme qu'il a eut l'été passé, mais peut pas faire cette somme, bien qu'il avoit demander en plusier maison.

J. MORIN.

Execution issued June. Returnable first Court in January next, 1792.

Debt .....	£14 17 6
Costs .....	6 8 2

Prov. Cy. ....	£21 5 8
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T. S.



Mr. Roe, of counsel for plaintiffs, returned writ of fi. fa. issued in this cause, with full satisfaction indorsed, 3rd Nov., 1791.

C. SMYTH, *Clerk.*

Judgment upon motion of plaintiff for the sum of twenty-three pounds sixteen shillings N.Y. currency with costs. T. S.

Mr. Roe, for plaintiff, upon the non-appearance of opponent admits that the land in execution is the same which in the inventory filed by the opponent, exhibit B, is valued as part of the community of the opponents and Guillaume La Forest, father of the minors in whose behalf the opposition is filed, and thereupon prays judgment on the opposition. Court order that the Sheriff proceed to the sale of the premises subject to the demand of the minor children of Guillaume La Forest and Janvieve Fovelle Bigras to the amount of two thousand, six hundred thirty-five. . . . Upon suggestion by Mr. Roe for plaintiff, that an indefinite number of minor claimants stated in the Sheriff's notification of sale would materially affect the value of the land, and praying that a further day may be given to the plaintiff to ascertain the ages of the children of the said Janvieve Bigras and Guillaume La Forest.

Meldrum and  
Park  
vs.  
Paul Campeau and  
wife on the  
opposition of  
Mad. Campeau.

The Court suspend the above judgment until further prayer of the plaintiff. T. S.

Roe for plaintiff. Default. Mr. Roe for trial next Court day, and that subpoenas may issue. Ordered accordingly. T. S.

Georgè McDougall  
vs.  
George Lyons.

The plaintiff appeared by his son, Jos. St. Bernard, whose procuration being informal the Court admitted the return and filing of process and gave to the plaintiff until the 9th of June to file his substitution. Defendant entered appearance in person. T. S.

Guillaume St.  
Bernard  
vs.  
Jean Roucout.

Mr. Roe for plaintiff. Default. Mr. Roe filed the return of the Rule of 14th April last.

Geo. Lyons  
vs.  
Portier Benac.

Court adjourned to 9th June, 1791.

T. SMITH, *Clerk.*

COURT OF COMMON PLEAS, holden at L'assomption, 9th June, 1791.

Present: William Dummer Powell, Esq., First Judge of said Court.

Province of  
Quebec.  
District of Hesse.  
9 June, 1791.

CAUSES UNDER  
TEN POUNDS  
STERLING.  
Samuel Edge  
vs.  
John Vert.

Judgment, defendant to pay four dollars and a half and costs. T. S.

Pierre Branconnier  
vs.  
dit Bourdon La  
Breche.

The defendant appears and for plea says that he was farmer upon the farm claimed, and that by convention with his brother he was to be paid for certain labours done upon the farm agreeable to the account filed and submits he should not be put out of possession until the said account is liquidated. The plaintiff to take communication of the account and for trial in 8 days. T. S.

Pat. McNiff, Esq.,  
vs.  
Charles Gabriel  
and Toussaint  
Chene.

For debt. Continued 8 days for proof. T. S.

Nathan Williams  
vs.  
Pierre Labute.

Mr. Roe for plaintiff. Defendant appeared. Defendant for plea says that it is true, he is indebted a balance on a note of hand a sum of £42 9s. 8d. N. Y. currency for payment of which he suggests the plaintiff gave him term of payment until judgment should be had him depending with Navarre. Mr. Roe replies that such term was given but it's expired. That the judgment mentioned is rendered and in conformity thereto Navarre has tendered to the defendant the debt and costs awarded against him; but that the defendant not being satisfied with the amount of judgment refuses to accept of the said offer or to pay the present demand.

That the defendant admits that the said tender was made to him, and so soon as he receives his money that he will pay the said demand. Judgment for said debt, forty-two pounds, nine shillings and eightpence, equal to twenty-six pounds, eleven shillings sevenpence currency of the Province and costs.

James May  
vs.  
James Fleet.

Roe for plaintiff. Upon suggestion by plaintiff that the witnesses cannot be had as of this day and that the defendant means to take up his default and go to tryal on Thursday next, a delay is given: Ruled that the tryal in this cause do come on peremptorily on Thursday next.

Geo. Lyons  
vs.  
Francois Chabert  
Esq.

Mr. Roe for plaintiff filed rule. Defendant not appearing.

Judgment: Having seen the declaration, return and entry of default on the non-appearance of the defendant in this cause as well as the account filed by plaintiff together with the affidavit of James May and the return of service of the rule made on the defendant at the instance of the plaintiff requiring his personal attendance



to purge himself by oath of the demand made by plaintiff and the record of his default this day, it is considered that the plaintiff's declaration be taken as confessed by the defendant, and thereupon judgment is entered against him that he pay to the said Geo. Lyons the sum of twenty-six pounds, ten shillings fourpence currency of N. York equal to sixteen pounds, eleven shillings and fivepence currency of Quebec with costs. T. S.

Execution issued 29th June, 1791, returnable first Court in January, 1792.

Debt .....	£16	11	5
Costs .....	6	11	2
<hr/>			
	£23	2	7
Execution .....	0	5	0

T. S.

Mr. Roe for plaintiff, returned writ of fi. fa. issued in this cause with full satisfaction indorsed.

Mr. Roe for plaintiff. Defendant appeared. Judgment on confession of the debt by defendant agreeable to the terms of the declaration for the sum of seventy-five pounds currency of Quebec, with costs. T. S.

Geo. McDougall  
vs.  
Geo. Lyons.

Execution issued 23rd August, 1791. Returnable first Court in March, 1791.

Debt .....	£75	0	0
Costs .....	9	13	6
<hr/>			
Execution .....	0	5	0

C. S.

Mr. Roe for plaintiff; defendant not appearing. Cause continued for 8 days (as the declaration and account have been left in the Clerk's office) on motion of Mr. Roe. T. S.

Geo. Lyons  
vs.  
Portier Benac, Esq.

Mr. Roe for plaintiff filed declaration. Defendant appeared and for plea says that he is not indebted; but the plaintiff replied that he is indebted to him. Filed account, the plaintiff to take communication of the same.

Gabriel Godfroy  
vs.  
J. B. Couteur.

T. S.

Judgment. Parties present. It is considered that the defendant pay to the plaintiff the sum of fifteen hundred livres with interest from the 30th of October, 1783; but that in case of concurrence with any other judgment or mortgage creditor upon the premises intended to be charged with the said debt and interest by the written

Jos. Thibeault  
vs.  
J. B. Roucout.

exhibit bearing date 19th June, 1790, such interest is to be charged on said premises from the date of the fiat, the 19th of May last. T. S.

Guillaume St.  
Bernard  
vs.  
J. Roncourt.

Joseph St. Bernard, attorney by procuration for plaintiff, appeared. The defendant appeared in person. It is considered that the defendant pay to the plaintiff the sum of twelve hundred and sixty-five livres fifteen sols, equal to fifty-two pounds fifteen shillings currency of the Province.

Court adjourned to 16th inst. T. S.

Execution issued 23rd June, 1791. Returnable first Court in February, 1792.

Debt .....	£52 15 0
Costs .....	0 0 0

T. S.

Province of  
Quebec.  
District of Hesse.  
16th June, 1791.

COURT OF COMMON PLEAS, holden at L'assomption in the said District, 16th June, 1791.

Present: William Dummer Powell, Esquire, first Judge of said Court.

William Forsyth  
vs.  
F. D. Belcourt.

Default.

Geo. Lyons  
vs.  
J. B. Russell.

Roe appeared for plaintiff. Default.

Jacob Dicks  
vs.  
Jno. Cray and  
Wife.

For damages. Parties appeared. Defendant pleads not guilty and the issue for tryal next Court day.

Pierre Branconnier  
vs.  
Bourdon de La  
Breche.

Parties appeared. Defendant filed plea. Continued 8 days to give communication thereof to the plaintiff.

Pat. McNiff, Esq.,  
vs.  
Charles Gabriel  
and Toussaint  
Chene.

Parties appeared. Plaintiff called A. McCormick and sworn as witness being questioned on the part of the plaintiff what knowledge he has of the voie de fait or trespass declared to have been committed by the defendants in the terms of the plaintiff's declaration, says that about the 14th or 15th of February last he saw Charles Chene, one of the defendants named in the cause, cut down a picket of the garden fence upon the premises occupied by the plaintiff. That the witness thereupon informed; Mr. McNiff came out and enquired of the said defendant what he meant by cutting down his fence, the said defendant replied that he wanted a piece of good oak for a sled bottom and that he would replace the picket upon which Mr. McNiff said that would never do, but suffered him to take the picket away: That about the 25th of March last two of the defendants, Gabriel and Toussaint Chene entered the premises with intent



to carry off some boards which formed the fence around the barn, that Mr. McNiff forbid them to carry them off without leave from him, or he should be under the necessity of chastising him, to which Toussaint Chene replied that the boards were his, not his fathers, and that he would carry them off without the leave of anybody, but did not at that time carry them away, and that the boards are not now there. That about the 1st of June last he saw Charles Chene, one of the defendants, go along the wheat field sweeping the tops of the grain with a long pole, which he said was to destroy the caterpillars. That on the 5th June last he saw Gabriel Chene, one of the defendants, cut and carry off a basket of grass from the head land of the wheat field, which he said was for a young calf, and upon Mr. McNiff enquiring why he did it he replied that he would cut it if he pleased.

Q. by Court. Did you see the three defendants together committing any trespass upon the premises against the consent and will of the plaintiff? Ans. He did not.

ARTHUR McCORMICK.

Called by plaintiff, Michael Shannon as witness and duly sworn. Says, that he is a hired servant to the plaintiff, who about the last of March last going to the River La Tranch directed the witness not to suffer anything to be carried off the premises until his return. That about 8 or 9 days after being at work in the field, Mr. McNiff sent for him to prevent the defendant Gabriel Chene from carrying off some boards which they had heaped together and were then carrying them away. That he prevented them from taking anything away until they first obtained leave of his master. That some of the boards had nails in them; but to what part of the buildings they belong he does not know.

That some time in June, inst., the witness saw Gabriel Chene, one of the defendants, beating the wheat on the premises with a pole and saying at the same time that it was his own wheat.

Q. by plaintiff. If the witness ever saw the three defendants together to plant corn on the premises. Ans. No, but that he saw Charles Chene and wife plant corn in the upper field.

His  
Michal X Shannon.  
marque.

T. SMITH, *Clerk*.

Defendants called as evidence Pierre Barron, and duly sworn.

Q. by defendant. Ettié vous present quand le demandeur a prie possession de notre maison et nous a jetter d'hors, ettié vous appellé pour temoiner ce que passerai pour lors, et informé la cour. Response, oui, je ettait present quand le demandeur a jetter le defendeur d'hors. Que le temoine il fut avec sa voiture pour charrier les bûtiens de defendeur, que Mr. McNiff leur a dit il y a pas bissant de sortir des buttins qu'il rest ici sans aucune payment, et qu'il a offere le cler du grinnier par trois fois a Mr. Chene et en oûtre quand a le gard des animaux qu'il pouvez les laisser la.

Q. by plaintiff. At what time did this happen? Repons. Il peut pas dire exactment les tems mais il y a encore du nige.

Q. by plaintiff. S'il entend l'anglais. Repond Que Non. Comment il s'entend cette histoire, Repond. Que le demandeur a parler a qu'il dissait a legard de buttins en francais, que a legard des animaux il est explique en Anglais avec Gabreil Chene qu'il a interpreter a son Pere.

Pierre Barron X His mark.

T. SMITH, Clerk.

Defendant called as evidence Geo. Lyons and duly sworn, declares, that upon some proposition from Mr. McNiff he, the witness, accompanied Toussaint Chene, one of the defendants and was present when Mr. McNiff gave permission to the defendants to plough and sow such part of the land as he pleased excepting a small piece which he reserved for turnips and potatoes.

Q. by Court. At what time was this? Ans. That it was about two months ago.

Q. by plaintiff. If he recollects the conditions on which the plaintiff permitted them to sow. Ans. None, but he has stated before, but that Toussaint Chene, one of the defendants said he could not then go but he would return the next day and would together go and point out the spot to plant.

En deliberé.

GEO. LYONS.

Parties appeared. Plaintiff filed declaration. Defendant pleads the general issue.

En deliberé.

Pat. McNiff, Esq.,  
vs.  
Charles Gabriel  
and Toussaint  
Chene.

Papers made up  
& the Court  
Exhibits A. B. C.  
filed and sum  
and return.



Parties appeared. Que le defendant apparû en per-  
sonne et reconnû de etre en collere il a témerarrement et  
malle apropos tenû de propos injuriuse a L'honneur du  
demandeur qu'il renconnait les avoir pas merittée et de  
sus sa saumette a la Cour.

Andre Decaraux  
vs.  
Philip Bellangy.

Judgment. Defendant pay costs of suit.

Issued execution 26th August, 1791. Returnable in  
two months.

Debt .....	£0	0	0
Costs .....	0	9	5
	£0	9	5

Writ .....	£0	1	0
Bailiff .....	0	4	0

C. S.

For debt. Continued 8 days.

Andre De Caraux  
vs.  
Philip Bellangy.

Plaintiff filed declaration. Roe appeared for de-  
fendant.

ABOVE TEN  
POUNDS  
STERLING.  
Durand  
vs.  
Lipps.

Roe for plaintiff. Defendant appeared, and for plea  
says that he never took an anchor from Mr. May, the  
plaintiff. Plaintiff called as witness Robert Freeman,  
and duly sworn.

James May  
vs.  
James Fleet.

Q. by plaintiff. If he has any knowledge of an  
anchor being removed from Mr. May's yard to the King's  
shipyard by a party of seamen under the direction of  
the defendant, James Fleet, and when. Ans. That he  
has knowledge from conversation among the seamen that  
some time in the spring last an anchor was removed  
from the plaintiff's yard to the King's shipyard, and that  
George Dunn, a gunner, was one of the party that as-  
sisted to remove it.

Q. by the plaintiff. Did you never say to any person  
or persons that you assisted to remove the anchor. Ans.  
No, he never did.

His  
Robert X Freeman.  
mark.

T. SMITH, Clerk.

Plaintiff called as evidence John Miller, and sworn.  
Q. by plaintiff. Have you any knowledge and what of any anchor being removed out of J. May's yard to the King's yard, and when? Ans. That some time last spring he assisted to remove an anchor to the King's shipyard from a house yard in Detroit; whether it was Mr. May's yard or not he cannot say, and that such yard was joining on one side to Capt. Ford's, and that Mr. Williams, Mate of the "Felicity" commanded a party of six men, went to the yard and showed them the anchor, and that Mr. Fleet the defendant had no hand in carrying away the anchor, nor was present from the beginning to the end, being employed in another command carrying wood into the yard to make sheaves for blocks.

His  
John X Miller.  
mark.  
T. SMITH, Clerk.

Plaintiff called as evidence Geo. Dunn, and duly sworn, says that he was one of a party by order of Mr. Williams, Mate of the "Felicity," that went to remove an anchor from the yard next to Capt. Ford's house to the shipyard and that he was present and saw it removed, and that the defendant, James Fleet, was not present at any part of the time.

George Dunn.  
X  
Mark of Geo. Dunn.  
T. SMITH, Clerk.

On motion of plaintiff, this action to stand over en deliberé. T. S.

Geo. Lyons  
vs.  
Portier Benac, Esq.

Mr. Roe for plaintiff. Defendant not appearing. Plaintiff admitted to swear to his account agreeable to the Rule of Court served on defendant, and filed 26th May last with the return of the service duly executed. Sworn accordingly. Judgment, the defendant to pay the plaintiff agreeable to said account and terms of the declaration the sum of fifteen pounds, eight shillings and twopence, currency and costs. T. S.

Execution issued 2nd July, 1791. Returnable first Court in January, 1792.

Debt .....	£15	8	2
Costs taxed .....	8	12	2
	<hr/>		
	£24	0	4



Cap. ad. issued 4th August, 1791. Returnable in February next. Sub. costs. T. S.

Roe for plaintiff. Default. Plaintiff moved for tryal in 8 days. Ordered accordingly. Court adjourned to 25th inst.

Gabriel Geofroy  
vs.  
J. B. Couteur.

T. SMITH, *Clerk.*

COURT OF COMMON PLEAS, holden at L'assomption in the said District this 23rd day of June, 1791.

Province of  
Quebec.  
District of Hesse.  
23rd June, 1791.

Present: The Honourable William Dummer Powell, Esquire, First Judge of said Court.

Roe for plaintiff filed declaration. Default. The Court met and received the above return, but, being a great holiday Fête de Dieu, adjourned the same to the 30th inst.

Francois Du  
Chouquet  
vs.  
Ronald McDonald.

T. SMITH, *Clerk.*

COURT OF COMMON PLEAS, holden at L'assomption in the said District, 30th June, 1791.

Province of  
Quebec.  
District of Hesse.  
30th June, 1791.

Present: The Honourable William Dummer Powell, Esquire, First Judge of said Court.

Settled.

CAUSES UNDER  
TEN POUNDS  
STERLING.  
Wm. Hands  
vs.  
Bapt. Lacelle.

Dismissed with costs.

J. B'te Beauparlant  
vs.  
Jos. T. Framblay  
dit Lionard.

Sworn Jno. Dodormead, a witness duly subpoenaed to the bargain between the parties. Judgment, the defendant to pay plaintiff the sum of ten pounds eighteen shillings and ninepence Halifax currency, with costs. T. S.

Wm. Forsyth  
vs.  
Fr. D. Bellcour.

Roe for plaintiff. Default. Continued at instance of plaintiff eight days for proof.

Geo. Lyons  
vs.  
J. B'te Reossell.

Sworn Ebenezer Loveless, a witness duly subpoenaed and proved the allegations as set forth in the plaintiff's declaration and the defendant's wife acknowledged that she does not know anything of the plaintiff and that she was sorry for what she had said and that she was in a passion at the time and did not know what she said, and acknowledging the plaintiff to be an honest man. In consideration of the plaintiff's relinquishing his claim to the damages the defendants to pay costs. Allowed witness two shillings and sixpence and Ferriage one-third pence.

Jacob Dicks  
vs.  
Jno. Cray & Wife.

T. S.

Pierre Branconnier  
vs.  
Paul Dugas  
dit La Breche.

Mr. Roe for plaintiff. Default. Continued to prove the demand in eight days.

Pat. McNiff  
vs.  
Charles Gabriel  
and Toussaint  
Chene.

For trespass. Dismissed with costs.

Pat. McNiff  
vs.  
Charles Gabriel  
and Toussaint  
Chene.

For debt. Dismissed for want of proof.

Andre De Caroux  
vs.  
Philip Bellangy.

Roe for plaintiff. Default. Judgment. The defendant to pay the plaintiff thirteen shillings six and a half-pence currency of Quebec, and costs.

Issued execution 26th August. Returnable in two months.

Debt .....	£0 13 6½
Costs .....	0 9 5

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£1 2 11½

Writ .....	£0 1 0
Bailiff .....	0 4 0

C. SMITH, *Clerk.*

ABOVE TEN  
POUNDS  
STERLING.  
Pierre Durand  
vs.  
John Lipps.

Roe for defendant filed exception. Continued the cause for 8 days at the instance of the Court in order to look into the propriety of the defendant's exception.

James May  
vs.  
James Fleet.

Roe for plaintiff. The defendant not appearing, on motion of plaintiff, the cause is discontinued.

Gabriel Godfray  
vs.  
J. Bte. Couteur.

Roe for plaintiff. Default. Continued 8 days on motion of plaintiff.

Fr. Duchoquet  
vs.  
Ranald McDonell.

Roe for plaintiff. Default. Continued 8 days on motion of plaintiff.

Daniel Bliss, Esq.,  
Attorney, etc.,  
vs.  
Wm. Thorn.

Roe for plaintiff filed declaration. Default.

Graham &  
McKenzie,  
vs.  
Louis Campeau,  
on the opposition  
of Jacques Cam-  
peau, of St. Anne,  
Yeoman.

That the opponent filed a mortgage bearing date the first day of October, 1790, hypothecating sundry moveables upon the farm of the defendant which the opponent submits not to be subject to the execution of this Court. Ordered by the Court: moveables not being subject of mortgage, Sheriff is ordered to proceed to the sale, that the opponent personally exposes to the Court that the law returned by the Sheriff in the property of the defendant belongs to him and is ready to verify. Continued 8 days to prove the law by the opponent, but the law in



the interval to remain in the hands of the Sheriff. T. S.  
Court adjourned to 7th July next.

T. SMITH, *Clerk.*

COURT OF COMMON PLEAS, holden at L'assomption in the said District on the 7th July, 1791.

Present: The Honourable William Dummer Powell, Esquire, First Judge of said Court.

Province of  
Quebec.  
District of Hesse.  
7th July, 1791.

Continued for 8 days on motion of plaintiff.

CAUSES UNDER  
TEN POUNDS  
STERLING.  
Geo. Lyons  
vs.  
J. B'te Russell.

Continued en deliberé.

Pierre Branconier  
vs.  
Paul Dugas, dt.  
La Breche

Judgment for—say two pounds, ten shillings Halifax and costs. T. S.

Pierre Leveré  
dt. Martin,  
vs.  
Francois Menard,  
dt. Montour.

On motion of Mr. Roe, discontinued.

Geo. Leith, sur-  
viving partner of  
late company of  
Leith & Shepherd,  
vs.  
J. B'te Laselle.

On motion of Mr. Roe, discontinued.

Geo. Sharp, Esq.,  
vs.  
J. B. Laselle.

Mr. McNiff by procuration for defendant, and Mr. Roe for plaintiff, filed declaration.

Pierre Gabriel  
and Toussaint  
Chene

The defendant for plea say that he is not indebted in manner and form as set forth in the plaintiff's declaration.

vs.  
Arthur  
McCormick.

The plaintiff replied that he is indebted in manner and form as set forth, which he is ready to verify. The cause stands over for trial on the next adjournment upon motion of plaintiff. T. S.

Roe for plaintiff filed declaration. The defendant appeared. Judgment on confession of the debt, twenty-five shillings and tenpence Halifax, with interest from 5th April, 1786.

Wm. Hands  
vs.  
J. B. Campeau.

£20. 5/10 Halifax currency.

Issued Execution 28th October, 1791. Returnable first Court day in May, 1792.

Debt .....	£20	5	10
Costs .....	6	8	2
	<hr/>		
	£26	14	0
Writ .....	5		

C. S.

Pierre Durand  
vs.  
John Lipps.

Plaintiff appeared and filed an answer to defendant's exception. Roe for defendant. Judgment on exception favors defendant. Defendant agreed, on the plaintiff paying costs up to this period to allow him to amend his declaration. Amended accordingly, and continued to give communication of the papers to defendant. T. S.

Gabriel Godfray  
vs.  
J. B. Couteur.

Roe for plaintiff. Default. The party who delivered the goods being absent and cannot be had before this Court, the plaintiff moved to have a rule served on the defendant in order he may appear to purge himself upon oath *pro confesso* and ordered accordingly. T. S.

Fr. Duchoquet  
vs.  
Ran'l McDonnell.

Roe for plaintiff, and defendant appeared. That the default in this cause being at first erroneously entered it is now erased. Mr. Roe moved that he could not go to tryal this day on account of one of his witnesses being absent. The defendant for plea pleads the general issue. The cause for tryal on the first adjournment. T. S.

Daniel Bliss,  
Attorney, etc.,  
vs.  
Wm. Thorn.

Default. This cause continued on motion of plaintiff to next adjournment. T. S.

Graham &  
McKenzie  
vs.  
Louis Campeau,  
on the opposition  
of Jacques  
Campeau.

This opposition is withdrawn by consent of parties and on motion of plaintiffs, the law in question allowed to opponent.

Court adjourned on account of the harvest to the 4th of August next, 1791.

T. SMITH, *Clerk*.

Province of  
Quebec.  
District of Hesse.  
4 August, 1791.

COURT OF COMMON PLEAS, holden at L'Assomption in the said District on the 4th day of August, 1791, according to adjournment.

Present: The Honourable William Dummer Powell, Esquire, first Judge of said Court.

CAUSES UNDER  
TEN POUNDS  
STERLING.  
George Lyons  
vs.  
J. B'te Reossell.

Settled and the action withdrawn on motion of plaintiff. T. S.

Pierre  
Branconnier  
vs.  
Paul Dugas,  
dit LaBreche.

The defendant having filed his account agreeable to the interlocutory judgment in this cause, the Court consider that this cause be dismissed, as to the further demand for possession which this Court is not competent to award upon the present action.

William Harffy  
vs.  
Louis Causley.

This cause is dismissed. Parties having settled.



On motion of Mr. Roe, for plaintiff, the last rule in this cause prolonged to fourteen days.

CAUSES ABOVE  
TEN POUNDS  
STERLING.  
Pierre Gabriel and  
Toussaint Chene  
vs.  
Arthur McCormick.

On motion of Mr. Roe, discontinued.

D. Bliss, atty. and  
vs.  
Wm. Thorn.

The plaintiff having given communication of his account to the defendant only three days ago, the Court order peremptorily that the defendant file his plea in eight days.

Pierre Durand  
vs.  
John Lipps.

Mr. Roe, for plaintiff, filed rule and the return of service on the defendant to appear this day. Court order that his appearance be extended eight days on account of the harvest.

Gabriel Godfray  
vs.  
J. B. Couteur.

Roe, for plaintiff, called as evidence Robt. Abbott, who was duly sworn, says that about two years since his father, James Abbott, sold to the plaintiff a bay mare which he bought from Francois Valcour, of St. Anne, and that the defendant, in the month of May, last, being at the Glaize, told the witness that the mare which the witness' father had exchanged with the plaintiff for an ox, he, the defendant, had taken from the Indians as his property.

Fr. Du Chouquet  
vs.  
Randall McDonell.

ROBERT ABBOTT.

Plaintiff called as evidence Louis Causley dit Benoit of full age and duly sworn, and says: "Que environ deux ans it est au service du demandeur, pendant quelle tems it a soignier la jimmant que le demandeur, M. Duchouquette avoit achet   de M. Abbott, qu'il connoit bien pour avoir demeurer chez Mr. Abbott et y avoir soignier la meme jimmant. Que l'automne pass   le sauvage ont ce lev   la dite jimmat qu'ils sont vend   apres a une sauvages a l'employ de demandeur de la quelle sauvages la defendeur McDonell a prie la dite jimmant de force comme a lui apprtenant, comme il a declar   au temoin qu'il lui porta ce printems du commencement de Mai une billet de M. DuChaquet au sujet de la jimmat. Que dans le meme tems avant de arriver a la glaise il a ve   la meme jimmat dans la possession de un Sauvage qui declara au temoin qu'il avait rec   de Mr. McDonell avec un barril du romme pour un autre cheville.

C. H. filed  
Subpoena  
Account  
Letter.

"Que le meme soir le defendeur avec Mr. Ironside son ven   trouver le temoin lui demander pour quoi il a voull   oter la jimmat au sauvage,    que le temoin ny a disant qu'il a fait que l'arrettet pour examiner sy ce ett   la jimmat de son bourgeois, et qu'a le demande du defendeur

sy connoissai la jimmat pour avoir léver et s'il en voullu faire serment, il dit que non, mai qu'il produrai un homme qu'il avoit elever et qu'il soutienteroit par serment cette ettoit la meme jimmat il avait vendû a Mr. Abbott. Que le temoin declara que la dite jimmat valloit environ quinze pounds, et pour louez un chevalle dans la pais sauvage il coutait ordinairement trois piastre pour trois ou quatre jour de marche, et que le demandeur lui a donner quatre piastre pour la voyage qu'il fut chez Mr. McDonell ce printems, et les vivres que consistat en quinze ou vingt livres de farrine, non comprie un chevalle qu'il lui a fournir pour la voyage."

Allowed subpoena two shillings sixpence, Halifax, for his attendance.

His  
LOUIS X CAUSLEY DT. BENOIT.  
sa Marque apres.

Lecteur fait. T. SMITH, *Clk.*

Geo. Lyons  
vs.  
Etienne Robidaux.

Roe, attorney for plaintiff, filed declaration. Defendant personally appeared. Judgment on confession of the note for the balance of the same twenty-eight pounds, Halifax currency. T. S.

Geo. Lyons  
vs.  
Joseph L'Enfant.

Roe, attorney for plaintiff, filed declaration. Default. T. S.

John Askin  
vs.  
Etienne Latour,  
dt. Bellar on the  
opposition of  
D. McKillip.

Smyth, for plaintiff. Mr. Roe, for opponent. (This action continued from page 1.) The opponent declares he is not ready for tryal and filed affidavit to that effect. That his papers respecting this cause are lost and that he is now under the necessity of going to the River Raisin to get copies of them, but that he will be ready to try the issue in eight days. Ordered peremptorily by the Court. T. S.

George Lyons  
vs.  
Polier Benac,  
Esq.

Mr. Roe, for plaintiff, informs the Court that on the 2nd day of July, last, a writ of f.f.a. was issued from this Court at the suit of the plaintiff against the goods and chattles, lands and tenements of the defendant, addressed to the Sheriff of this District, who, in consequence granted his warrant to Jas. Elam, one of his deputies, who, in execution thereof, on the first day of August inst., was violently assaulted and drove off the defendant's premises by the defendant himself in person, as appears by the affidavit of the sd. Jas. Elam, filed in Court marked (A),



and the return of the Sheriff on the said writ; wherefore prays the Court to award a writ of *capias ad satisfaciendum* to issue against the defendant.

Court order that a *capias* do issue accordingly. T. S.

Court adjourned to 11 inst. T. SMITH, *Clk.*

COURT OF COMMON PLEAS holden at L'Assomption in the said District, on the eleventh day of August, 1791, pursuant to adjournment.

Province of  
Quebec.  
District of Hesse.  
11 August, 1791.

Present: The Honourable William Dummer Powell, Esqr., first Judge of the said Court.

The Commission appointing Charles Smyth Clerk of the Court was read and the state oaths required by law administered, as also the oath of office.

Plaintiff appeared in person. Mr. Roe, of counsel for defendant, appeared and filed plea marked C. Continued for eight days.

Pierre Durand  
vs.  
John Lips.

Mr. Roe, of counsel for plaintiff, appeared. Defendant in person.

Gabriel Godefroy  
vs.  
J. B'te Couteur.

It is ordered, on motion of Mr. Roe, that the rule for administering the *Serment décisoire* to the defendant may be quashed, and that a consent rule be entered whereby Francis Chabert, Esqr., in behalf of the defendant, and Mr. James McIntosh, on the part of the plaintiff, liquidate the respective accounts of the parties and report the balance due in fourteen days, and in case of difference the report to be made on the umpirage of James May, of Detroit, merchant, in three weeks from this date.

Mr. Roe, of counsel for plaintiff, appearing, prays the judgment of the Court, and defendant's attorney by pro-curation being present, Court considers that the plaintiff do recover from defendant the sum of sixteen pounds, New York currency, price of the horse claimed by plaintiff, together with two pounds for the expenses of claim, making together eleven pounds, five shillings, Province currency, unless within fourteen days he returns the horse to the plaintiff in good condition, and shall pay for the detention thereof one shilling and threepence, Province currency, per day from the date of the writ in this Cause until the horse be delivered—and costs of suits. And the Court, for reason of such judgment, says that "there is not sufficient evidence of the malamens in defendant to charge him with exemplary damages. Therefore he is adjudged as on a

Francois  
Duchouquet  
vs.  
R. McDonnel.

voyé de foit to restore the object of his trespass and reasonable damage, or at his option to pay the price and expense of claim."

George Lyons  
vs.  
L'Enfant.

On motion of Mr. Roe, attorney for plaintiff, continued for fourteen days.

John Askin  
vs.  
Etienne Latour,  
dit Bellar, on the  
opposition of  
Daniel McKillip.

Mr. Roe, of counsel for the opponent, appeared and filed exhibit marked with the letter Y.

Ordered that the plaintiff do take communication and answer in eight days.

Court adjourned to 18th inst. C. H. SMYTH, *Clerk*.

WM. D. POWELL, *J.C.P.*

Province of  
Quebec.  
District of Hesse.  
18 August, 1791.

COURT OF COMMON PLEAS, holden at L'Assomption in the said District, on the 18th day of August, 1791, pursuant to adjournment.

Present: The Honourable William Dummer Powell, Esquire, first Judge of the said Court.

Meldrum and Park  
vs.  
Edward Hazel.

Mr. Roe, of counsel for plaintiff, filed declaration. Defendant in this cause appeared in person, for plea says that he is not indebted in manner and form as set forth in plaintiff's declaration, and prays judgment of Court; and plaintiff for reply saith he is indebted in manner and form and does so likewise. On motion of Mr. Roe this cause is set down for trial on next court day.

Meldrum and Park  
vs.  
Thos. Smith, Esqr.

Mr. Roe, of counsel for plaintiff, filed declaration. The defendant appears in person and prays the usual time to plead. Ordered; and cause continued to next adjournment.

Pierre, Gabriel,  
and Toussaint  
Chene  
vs.  
Arthur McCormick.

Mr. Roe, of counsel for plaintiff, moves the Court that the rule in the cause for trial extended to this day, be further continued for eight days. Ordered accordingly.

Durand  
vs.  
Lips.

Mr. Durand appeared in person. Mr. Roe, of counsel for defendant. The plaintiff for replication to the defendant's plea or answer, saith, that for anything in the said plea contained, his suit ought not to be dismissed for his said damages have not been liquidated or compensated by any judgment of this Court, as by the said plea is untruly alleged of which the plaintiff prays the Court will enquire and condemn the defendant as before by his said declaration is prayed.

Continued for eight days.



En delibere. Continued.

John Askin  
vs.  
Latour dit Bellar,  
on the opposition  
of D. McKillip.

On motion of Mr. Roe for plaintiff, ordered that the rule of the 14th of April, last, be made peremptory and that the defendant do file his plea in eight days.

Groesbeck  
vs.  
Visgar.

Court adjourned to 25th inst. CH. SMYTH, Clerk.  
W. D. P.

COURT OF COMMON PLEAS, holden at L'Assomption in the said District, on the 25th day of August, 1791, pursuant to adjournment.

Province of  
Quebec.  
District of Hesse.  
25 August, 1791.

Present: The Honourable William Dummer Powell, Esquire, first Judge of the said Court.

The parties being called appearing, Mr. Roe produced as witness to prove his demand as contained in his declaration. Alexander McKenzie, of full age and not interested, who being sworn and questioned by Mr. Roe, of counsel for plaintiff, says: That from the 30th of January to the 12th of April, 1785, inclusive, he was clerk to Messrs. M. Park, plaintiff in this cause, and that the entries in their books of account which he has compared with the accounts exhibited were made by him and agree respectively with the said exhibit, the several articles of which were delivered to the defendant as to his order either by the witness or in his presence. ALEXANDER MCKENZIE.

Meldrum  
and Park  
vs.  
Edward Hazel.

Issued fee for 23rd August, 1792. Ret. 1st Court, June, 1793.

Debt . . . . .	£17 7 10
Costs . . . . .	6 11 8
	<hr/>
	£23 19 6

Writ 5, interest on £17 7s. 10d. from 11th day of August, 1791. C. SMYTH, Clerk.

On motion of Mr. Roe Court considered that judgment be recorded against the defendant agreeable to the terms of his declaration, the sum of seventeen pounds, seven shillings tenpence, Halifax currency, with costs.

The plaintiffs appeared by their attorney Mr. Roe and the defendant in his proper person, and filed his plea marked B.  
Continued for eight days for plaintiff's replication.

Meldrum and  
Park,  
vs.  
Thos. Smith.

Pierre, Gabriel,  
and Toussaint  
Chene  
vs.  
Mr. McCormick.

Continued on motion of Mr. Roe for eight days.

Durand  
vs.  
Lips.

The plaintiff appeared in person and the defendant by his attorney, Mr. Roe.

Ordered by the Court that the plaintiff be permitted to make proof of the several articles of his account by witness, and to that end that he do in eight days file the names of the said witness with the respective interrogatorus to be answered by them, and that subpoenas be accorded him for the appearance of his said witness in fifteen days.

Groesbeck  
vs.  
Visgar.

Mr. Roe, of counsel for plaintiff, filed rule marked F, and on representation of defendant that he was served with said rule too late to draw up the account and statements necessary to form his plea. It is ordered by the Court, that he be recorded eight days for that purpose to file his plea.

Lyons, plaintiff,  
vs.  
L. Enfant.

On motion of Mr. Roe, of counsel for plaintiff, it is ordered that this cause do stand over for fourteen days.

John Askin  
vs.  
Latour dit Bellar,  
on opposition of  
Daniel McKillip.

Continued by the Court en deliberé.

CAUSES UNDER  
TEN POUNDS  
STERLING.  
Harffy  
vs.  
Jos. Barron.

Parties appeared. Continued eight days for proof of plaintiff's demand.

The same  
vs.  
Hannah Clark.

Parties not appearing, dismissed.

The same  
vs.  
Pardoe.

No return.

Court adjourned to 1st September, 1791.  
W. D. P.

CHAS. SMYTH, *Clerk*.

Province of  
Quebec.  
District of Hesse.  
1 September, 1791.

COURT OF COMMON PLEAS, holden at L'Assomption in the said District, on the 1st day of September, 1791, according to adjournment.

Present: The Honourable William Dummer Powell, Esquire, first Judge of the said Court.

Meldrum and  
Park  
vs.  
Thos. Smith.

Mr. Roe appeared and filed replication marked C. Defendant appeared in person—continued eight days.

P. G. and T. Chene  
vs.  
Ar. McCormick.

Mr. Roe, of counsel for plaintiff, moves the Court that this cause be brought down for trial on Thursday next.



Ordered by the Court accordingly, and that a copy of this rule be served on defendant or his agent.

Plaintiff filed declaration. Mr. Roe appeared for defendant. Continued eight days.

Edward Hazel  
vs.  
Meldrum and  
Park.

The plaintiff appeared in person and filed exhibit D. Mr. Roe, of counsel for defendant, likewise appeared. Continued for eight days.

Durand  
vs.  
Lips.

Mr. Roe for plaintiff. The defendant appears in person, and for answer to the plaintiff's declaration says that he is not in his said quality indebted as set forth therein, that he finds in the books of accounts of his intestate certain entries respecting transactions with the plaintiff which are extracted and contained in the exhibits now filed marked G, H, J, E, K, and having no personal interest in the said estate he says the same before the Court, and prays to be advised in the premises. Mr. Roe, for plaintiff, appeared and filed his replication to said plea marked L. Continued eight days. Discontinued on motion of plaintiff.

Gröesbeck  
vs.  
Visgar.

It is considered by the Court that the Sheriff do proceed to the sale of the premises seized without regard to the opposition. And in conformity to the ordinance, states as the reason and ground of its judgment, that as the law stands the judgment of the Court is to be satisfied out of the lands and tenements of the debtor, failing his goods and chattels. The judgment, if for more than ten pounds sterling, hypothecates all the real property of the debtor, and only a prior hypothecation can be admitted against it. If such is pretended and is anterior to that which may have grounded the judgment, the validity of it only can be inquired into on the opposition. The plaintiff's demand is on a bond and special mortgage of two acres stated to be in the possession of the defendant, and surveyed as his property in September, 1788. The bond is before an officer to whose accounts authenticity is given by a special ordinance of April, 1789. There is all appearance of good faith. To the bond is annexed the receipt and acquittance of the former supposed proprietor. Against such an act the opponent files two unauthentic documents, the admission of which cannot cure their insufficiency without the intervention of the Legislature, so that the opponent's claim must rest on that equitable principle of the Law of France, which in favour of the proprietor or Bailleur du fonds, creates a fictitious mortgage, hypothèque tacite without the intention of deeds or judgments, but this equitable fiction is not intended to do more for the owner than he

John Askin  
vs.  
Etienne Latour,  
dit Bellar,  
on the opposition  
of Daniel McKillip.

could do himself, by taking the legal steps to secure the payment of his bond. Therefore, it follows, he must prove his title. No fiction can supply that, and when the documents filed show on his part that he had none, none that the King's Courts can acknowledge.

P. G. and  
Toussaint Chene  
vs.  
Pat. McNiff.

Mr. Roe, of counsel for plaintiff, appears, files declaration and admits the essoin of defendant filed and marked A in lieu of application. Continued eight days.

Geo. McDougall  
vs.  
Geo. Lyons.

The Sheriff having returned writ of fi. fa. in this cause, with the opposition of Geo. Leith annexed, to the sale of certain moveable property seized as belong to defendant.

The said Geo. Leith enters his appearance by Geo. Ironside to support the same filed paper marked A.

Mr. Roe, of counsel for plaintiff, admits the said appearance and paper filed and prays the judgment of the Court. By the Court it is considered that the Sheriff do proceed to the sale of the effects seized without regard to the said opposition, and in compliance with the ordinance states as cause and ground of its judgment that by law moveable property cannot be subject to hypothecation, and that the appostella to the opposition show that there was no sale, but a pretended mortgage of the moveable goods which can operate no legal effect.

UNDER TEN  
POUNDS  
STERLING.  
Harffy  
vs.  
Barron.

Parties not appearing. Cause dismissed.

Wm. Searl  
vs.  
Ben. Marsack,

The parties appeared; continued eight days.

Our Sovereign  
Lord the King,  
on information of  
Wm. Harthorn  
vs.  
Wm. Scott.

The parties appeared; continued eight days.

The same vs.  
Jno. Welch.

The parties appeared; continued eight days.

The same vs.  
Mat. Dalsen.

The parties appeared; continued eight days.

The same vs.  
Thos. Smith.

The parties appeared; continued eight days.

The same vs.  
Wm. Hands.

The parties appeared; continued eight days.

The same vs.  
John Wheaton.

The parties appeared; continued eight days.

The same vs.  
Presque Cotté.

The parties appeared; continued eight days.

The same vs.  
Fran. Gardin.

The parties appeared; continued eight days.



The parties appeared; continued eight days.

The King, on information of  
James May,  
vs.  
Jacques Baby.

The parties appeared; continued eight days.

The same vs.  
The same.

The parties appeared; continued eight days.

The same vs.  
Geo. McDougall.

The parties appeared; continued eight days.

The same vs.  
Fran. Frecot.

Mr. Montigny presents to the Court in behalf of Polier Benac, Esq., a petition marked A and a paper purporting to be an affidavit of the said Polier Benac, taken before Geo. Sharp, Esq., marked B.

The above exhibit filed by the Court.

Court adjourned to 8th September inst., (1791).

CHARLES SMYTH, *Clerk.*

WM. D. POWELL, *J.C.P.*

COURT OF COMMON PLEAS, holden at L'Assomption in the said District, on the 8th day of September, 1791, pursuant to adjournment.

Province of  
Quebec.  
District of Hesse.  
8 Sept., 1791.

Present: The Honourable William Dummer Powell, Esquire, first Judge of said Court.

Mr. Roe, for plaintiff. Defendant appeared in person.

Meldrum and  
Park  
vs.  
Thos. Smith.

On motion of plaintiff's attorney it is ordered that this cause be set down for trial on the 29th day of September inst.

Issued subpoena to defendant 24th September. C. S.

Mr. Roe filed rule for trial of this day on suggestion of defendant filed and marked D that he cannot, from illness, attend the trial of this cause on this day. It is ordered by the Court that it do stand over for trial in fourteen days.

Pierre, Gabriel,  
and Toussaint  
Chene  
vs.  
Arthur McCormick.

The parties appeared. The defendant filed paper marked with letter E, and moved the Court that the prayer of the rule in this cause of the 25th August be extended, and that he gave leave to file his interrogatories in eight days, and that this cause be set down for trial on the 22nd inst. Ordered accordingly.

Durand  
vs.  
Lips.

Groesbeck  
vs.  
Visgar.

On motion of Mr. Roe, it is ordered that the merits of this cause be tried in fourteen days. Issued subpoena for plaintiff 16th September, 1791. C. S.

Lyons  
vs.  
L'Enfant.

Continued on motion of Mr. Roe for one month.

Hazel  
vs.  
Meldrum and  
Park.

Mr. Roe filed plea marked B. The defendant appears in person, and for replication to the defendant's plea saith they are indebted in manner and form as set forth in his said declaration, whereof he prays the judgment of the Court.

It is ordered by the Court, on motion of plaintiff, that this cause be set down for trial in fourteen days.

Issued subpoenas 9th September for Luke Killan, Jas. Benjamin, Judith Ramsay, and Antoine Beauforce.

Pierre, Gabriel,  
and Toussaint  
Chene  
vs.  
Pat. McNiff.

Defendant files plea to plaintiff's declaration marked B. Mr. Roe appears for plaintiff.  
Cause continued to next adjournment.

UNDER TEN  
POUNDS.  
Wm. Searl  
vs.  
Marsack.

Dismissed.

The King, on  
information of  
Wm. Harthorn  
vs.  
Wm. Scott.

Judgment, that the defendant be condemned to pay the penalty of five shillings as demanded.

This is an action on a new penal statute, and by the appearance in Court must have engaged much attention. Although by the ordinance the jurisdiction given to this Court is summary and without appeal, yet being the first determination here on the construction of the ordinance the Court assigns the grounds of its judgment that the public may at least have the benefit of authentic representation to the Legislative authority if judged requisite. By the ordinance of 1791 magistrates in towns are empowered, at the request of the inhabitants, to make regulations for the police, which being published shall have force of law for six months; the lower penalties to be recovered by plaint before one Judge of the Common Pleas as in causes under £10 sterling without appeal. The objection by the defendant is that his cow was not wandering in the street, but in a lane, so not within the regulation. Penal statutes are to be construed strictly but not absurdly. Every public thoroughfare in a town is a street, the King's highway. This plea admits everything else, but others respecting the legality of the publication of the regulations, it is requisite that the Court should opine on that objec-



tion in their judgment in this case, as that would be fatal; the Court has examined the ordinance and the testimony. The ordinance requires publication simply without directing the mode as in former ordinance, therefore, the Court is of opinion, that the affixing the regulations as proved at the usual place, and crying them at the church door at the issue of Grand Mass on a Sunday is sufficient evidence of notoriety to take away the plea of ignorance. Few laws are so well promulgated. The declaration demand costs, but none can be given, as the conviction is summary and the ordinance gives costs only on suit for fines exceeding forty shillings.

Judgment that the defendant be condemned to pay the penalty of five shillings.

The same vs.  
Jno. Welch.

Judgment as above.

The same vs.  
Math. Dalson.

Continued by the Court en deliberé.

The same vs.  
Wm. Hands.

Continued by the Court en deliberé.

The same vs.  
Jno. Wheaton.

Continued by the Court en deliberé.

The same vs.  
Presque Cotté.

Continued by the Court en deliberé.

The same vs.  
Fran. Guardine.

Continued by the Court en deliberé.

The same vs.  
Thos. Smith.

Judgment that the plaintiff do recover the penalty of twenty shillings as demanded.

The King, on the  
information of  
James May  
vs.  
Jacques Baby.

Judgment dismissed, the defendant not being occupier of the house although proprietor.

The same vs.  
The same.

Judgment that the plaintiff do recover the penalty of five shillings as demanded.

The same vs.  
George McDougall.

Judgment that the plaintiff do recover the penalty of five shillings as demanded.

The same vs.  
Fran. Frerot.

Parties appeared, filed sum. Continued fourteen days for proof.

Jno. Baptiste  
Frederic  
vs.  
Louis Vessineau.

Continued to next adjournment.

Bellecour  
vs.  
Monforton.

The sheriff filed writ of fi. fa. issued in this cause with the opposition of Andre Decaroux to the sale of a boat seized by virtue of the said writ, and the said opponent ap-

Geo. McDougall  
vs.  
Geo. Lyons, on  
opposition of  
Andre Decaroux.

peared and prayed time to prove the allegations of his said opposition. It is ordered by the Court that the opponent do prove the same in fourteen days.

Mr. Roe for plaintiff.

Issued subpoena to opponent. Returnable 22 inst. 20th September, 1791. C. S.

Court adjourned to 22nd September, 1791.

W. D. POWELL, *J. C. P.*

Province of  
Quebec.  
District of Hesse.  
22 Sept., 1791.

COURT OF COMMON PLEAS, holden at L'Assomption in the said District, on Thursday, the 22nd day of September, 1791, according to adjournment.

Pierre, Gabriel,  
and Toussaint  
Chene  
vs.  
Arthur  
McCormick.

Continued by Mr. Roe in the rule for trial unto next adjournment.

Edward Hazel  
vs.  
Meldrum and  
Park.

Plaintiff in person. Mr. Roe for defendant. Plaintiff called as witness in this cause Luke Kellin, of full age and not interested, who was sworn to declare the truth.

Ques. by plaintiff: Were you ever employed, and when, by Meldrum and Park, or Mr. Park, to go to the plaintiff at the mouth of the river for one hundred cord of wood and a vessel and her rigging?

Ans.: That he recollects in the spring of the year, about six years past, he was employed by Mr. Heward as a seaman at sixpence a day to bring up a vessel from before the plaintiff's door; that when she arrived at Detroit he applied for his payment and was referred by Mr. Heward to Messrs. Meldrum and Park, that Mr. Park told him Mr. Heward's engagement was nothing to them, but that they would pay him by the month and not by the day, and sent him back again in the vessel with the master, one McKay, and another seaman, with Mr. Heward, to take in cord wood from the plaintiff's. That he remembers the quantity from the circumstance of Mr. Hazel's being obliged to borrow eight cords to make up one hundred cords.

Ques. by plaintiff: Was the vessel and rigging in good order when you received them, and where did you receive the rigging?

Ans.: That the vessel, to appearance, was in good condition, and that he received the rigging, which was likewise in good condition, out of the plaintiff's house.

Ques. by plaintiff: Where and to whom was the wood delivered?



Ans.: That a part of it was landed in three tiers upon the bank before Mr. Park's house; that part of the rest, by order of Mr. Meldrum, was landed before Mr. McComb's, and the remainder above Mr. McKee's.

Witness, C. S.

LUKE KILLAN

The plaintiff called as witness James Benjamin, and duly sworn.

Ques. by plaintiff: Have you any knowledge that Mr. Park at any time and when, came down to the plaintiff's house to bargain for fire wood, and to have his vessel taken care of, and what is your knowledge of the premises?

Ans.: That he remembers in the Fall, about six years ago, Mr. Park came down to the plaintiff's house, and witness heard them talking about firewood, but what bargain they made, if any, he cannot say, except that Mr. Hazel came to the witness to borrow a bottle of rum to give to Mr. Park's people upon closing a bargain, as he said, for one hundred cords of wood, and that in the Spring of the year the plaintiff called the witness at two different times from his work in the field to assist in clearing the ice from Mr. Park's vessel, and that the same Spring the witness lent to the plaintiff eight cords of wood to make up, as the plaintiff said, the one hundred cords he was to deliver to Mr. Park, and that Mr. McKay, master of the vessel, was present and measured the eight cords as for that purpose.

His

Witness, C. S.

JAMES X BENJAMIN.  
mark.

Plaintiff called as witness Judith Ramsay, who was duly sworn.

Ques. by plaintiff: Have you any knowledge, that at any time and when, Mr. Park contracted with the plaintiff for a quantity of firewood, and also to take care of a vessel that was froze in the ice before the plaintiff's house, and what knowledge have you?

Ans.: That about six years ago last Fall, she was at plaintiff's house when Mr. Park came down to bargain for some firewood. What the bargain was she cannot say, but that the plaintiff employed two hired men all the winter to cut wood, that the witness cooked for them, and then understood that one hundred cords was to be delivered to Mr. Park. That she saw Mr. Park go with the plaintiff to the garret of his house to choose a place to put the rigging





On motion of plaintiff cause continued to next adjournment for further proof that the wood credited to him by Heward and McCaslan was delivered in the fall of the year 1784.

Plaintiff in person, Mr. Roe for defendant.

Durand  
vs.  
Lips.

Upon representation by plaintiff that three of his witnesses are sick and cannot attend, it is ordered on consent of Mr. Roe, that those who do attend shall be heard without prejudice to the plaintiff's right of examining the other witnesses. Plaintiff filed interrogatories C and called upon Joseph Pouget, who was duly sworn to the said interrogatories.

Ans. to first interrogatory: Repond que oui.

Ans. to second interrogatory: Repond qu'il a connaissance que Mr. Durand a fait cette demande.

Ans. to third interrogatory: Repond que oui.

Ans. to fourth interrogatory: Repond que oui.

Ans. to fifth interrogatory: Repond qu'il a connaissance que Mr. Urquhart, cinquieme nommé par la Cour à pris les dires des quatres arbitres et comme ils ne trouvait pas d'accord les emportent chez lui promettant d'en faire une rapport a la Cour.

JOSEPH POUGET.

Plaintiff called upon Mr. Thos. Smith, who was duly sworn to answer to certain interrogatories filed marked G.

Ans. to first interrogatory: That he has no knowledge that the defendant returned the land in question, but recollects that the defendant told him that he was going to the Petites Ecores, that he would or could not live upon the plaintiff's land, the plaintiff not having fulfilled his engagement, and that as to the ten baskets of wheat, the plaintiff did offer them to defendant who refused sowing because the land was not fenced, and that this happened about a month before Lips instituted his action against the present plaintiff.

Continued on motion of plaintiff to next adjournment.

T. SMITH.

Mr. Roe for plaintiff. Defendant in person. Mr. Roe filed Exhibit M. Mr. Roe called upon John Burrel as evidence in this cause, who was duly sworn to declare the truth.

Wm. Groesbeck  
vs.  
Jacob Visgar.

Ques. by plaintiff: Is the Exhibit M, now shown you, of your handwriting, and from whence were the contents extracted?

Ans.: It is of my handwriting extracted from the books of account of Mr. Groesbeck, the plaintiff.

Ques. by the plaintiff: Are all the items in the said exhibit contained in the said books of account, and do they correspond truly in the several extensions of dates and sums?

Ans.: Yes, they are all truly extracted from the plaintiff's day book, except certain items against which no name is inserted in the margin, which were extracted from the ledger from entries in the handwriting of Edward Crofton.

Ques. by the plaintiff: Do you know William Groesbeck, Jacob Harsen, Garret Teller, Edward Crofton, John Visgar, Garret Graverat, and Thos. Duggan, and have you seen them write respectively, and are the items, in the said exhibit set against the names of those persons severally entered in the books of account in the proper writing of the said persons respectively?

Ans.: That he knows them all and has seen them write, and that the items in the said exhibit written against their respective names are in the proper handwriting of the said persons in the said books of account, respectively.

Ques. by plaintiff: Are the several items in the said exhibit placed against your name entered by you in the said books and were the articles respectively by you delivered to the said Garret Teller, or to his son?

Ans.: That the major part of the said items were not by him delivered, but charged by order of Wm. Groesbeck or delivered by himself.

Ques. by the Court: Were you at any time, and when, clerk to the plaintiff?

Ans.: I am now, and have been at different periods since the year 1786, clerk to the plaintiff.

Ques. by the Court: Were you in the habit of making entries in the plaintiff's books against other persons, without seeing the goods delivered?

Ans.: Yes.

Ques by the Court: Do you know, if any, and which of the persons whose names are inserted in the margin of the said exhibit, at present within the jurisdiction of this Court?

Ans.: John Visgar, Thomas Duggan and Jacob Harsen are within the jurisdiction of this Court, but Garret Graverat is deceased, and Crofton has been about two years absent from the District.



Ques. by plaintiff: Is the subscription to the several exhibits from Nos. 1 to 6, inclusive, filed by the plaintiff, and now shown to you, of the proper handwriting of the deceased Garret Teller?

Ans.: Yes.

Ques. by plaintiff: Is the exhibit now shown to you filed and marked No. 69 in the proper handwriting of Ch. Gerardine, and was the contents thereof paid by you to him?

Ans. That Mr. Gerardine wrote the same in his presence, and that he paid the contents by order of the plaintiff.

Ques. by plaintiff: Are you acquainted with handwriting of Wm. Park, one of the firm of Meldrum and Park, and is the signature to the exhibit now shown to you filed and marked No. 70 in the handwriting of the said Wm. Park?

Ans.: He is acquainted with the handwriting of Mr. Park from having seen him write, and that he believes the said signature is in his handwriting.

JNO. BURREL.

Plaintiff called as witness in this Court Hugh Heward, of full age not interested, who was duly sworn to declare the truth.

Ques. by plaintiff: Are the Exhibits, Nos. 67 and 68, filed in court, and now shown to you, in the handwriting of John McCaslan, your late partner, and were the respective sums of £136 7s. 1d. and £9 12s., received by the firm of Heward and McCaslan from the plaintiff on account of defendant and wherefore?

Ans.: That the said exhibits are in the handwriting of his late partner, and that the said sums were received to the use of Heward and McCaslan from the plaintiff at the request of Garret Teller.

Ques. by plaintiff: Was the plaintiff in the habit of equipping the said Garret Teller at the period the said sums were received, and if so, was it not then customary for the equipper to satisfy the debts of the equipped without any written order?

Ans.: I believe he was in the habit of equipping the said G. Teller, and it was then the general custom to pay the debts of the equipped by verbal order.

HUGH HEWARD.

Plaintiff called as witness Jacob Harsen, who was duly sworn to declare the truth.

Ques. by plaintiff: Were the items in the Exhibit M, now shown to you and placed against your name in the margin, severally by you entered in the plaintiff's books of account, and what knowledge have you of the delivery of the said articles to the said Garret Teller or to his use?

Ans.: That the several entries were by him made in the plaintiff's books of account, and that he saw the articles delivered, excepting those of 3rd November and 21st of December, 1784, and three items of June the 3rd, 1785, and likewise an item of 16th September, 1784, for cash which he knows was paid by plaintiff although he did not see it paid.

Ques. by plaintiff: Have you any knowledge of the sale of a tract of land situated at the River a la Tranche by the plaintiff to G. Teller, and what?

Ans.: That he has not other knowledge of such sale, except from hearing Mr. Teller say he had bought the plaintiff's share of land at the River a la Tranche for five hundred pounds, and that the new suit of clothes he then had on were given him by plaintiff to bind the bargain.

The witness being unable to write from an illness in his right arm has made his mark.

C. S.

His  
JACOB X HARSEN.  
mark.

Plaintiff called as evidence Thomas McCrae, who was duly sworn to declare the truth.

Ques. by plaintiff: Did you, on the 4th of August, 1783, receive from the plaintiff any, and what sum of money, on account of Garret Teller, and by whose order did you receive the sum?

Ans.: That sometime in the year 1783 he presented his account to Garret Teller, amounting to the sum of £52 14s. 2d., New York currency. That afterwards the plaintiff desired him to charge the said amount to him, which he did and rendered the same on the 4th of August, 1783.

Ques. by plaintiff: Have you any, and what knowledge respecting the sale of a tract of land at the River a la Tranche by the plaintiff to the said Garret Teller, and at what period?

Ans.: He has not, but that he heard the plaintiff and the deceased Garret Teller conversing about an exchange of Teller's share of the land at Groce Point and the River Sin Clair for the plaintiff's share of land on the River a la Tranche, and that he afterwards heard John McIntire, their servant, complain that Teller had made a bad bargain in exchanging good land for bad.

THOS. MCCRAE.



Plaintiff called Jean Baptiste Petré and sworn.

Ques. by plaintiff: Did you at any time, and when, work at Teller's house as a joiner?

Ans.: Yes. Some time in the year 1782 or 1783, for which Mr. Groesbeck paid him £4, New York currency.

Witness C. S. His  
JEAN BAPTISTE X PETRÉ.  
mark.

Plaintiff called as witness Jean Baptiste Couteur, Sen., of full age, not interested, who was duly sworn to declare the truth.

Ques. by plaintiff: Avez vous connaissance d'avoir vendû et quand, une maison a Mons. Teller, pour quelle somme, et de qui avez vous reçu le payment?

Reponse: Il y a sept ou huit ans qu'il a vendu à Mons. Groesbeck une maison et emplacement a la Côte des Pour pour deux cents ponds qu'il à reçu de Mons. Groesbeck, mais qu'il passa le Titre à Mons. Teller.

Witness C. S. Sa  
JEAN BAPTISTE X COUTEUR.  
marque.

Continued on motion of Wm. Roe to next adjournment.

Continued on motion of plaintiff.

Pierre, Gabriel,  
and Toussaint  
Chene  
vs.  
Pat. McNiff.

Mr. Roe, for plaintiff. Opponent appeared in person.

McDougall  
vs.  
Lyon, on the  
opposition of  
André Decaroux.

The opponent called as witness to support his opposition François Raçet, of full age, not interested, who was sworn to declare the truth, the knowledge he has of an account between defendant and André Decaroux, respecting the building of a boat.

Declares: Qu'il était témoin d'un arrangement entre Geo. Lyons et Decaroux, pour la construction d'une batteau, quand Mr. Lyons c'est obligé de fournir tous les materiaux et un homme pour l'aidé avec des vivres pour l'homme, pour Decaroux et sa femme pendant qu'il travaillerois et de lui payer par desus vingt ponds quand l'overage serait fait.

Witness C. S. Sa  
FRANÇOIS X RAÇET.  
marque.

Continues on motion of opponent for further proof.

Issued subpoena to opponent 22nd. Returnable 29th September. C. S.

CAUSES UNDER  
TEN POUNDS.

Charles Beaubin  
vs.  
James May

Dismissed.

Frederick  
vs.  
Vessinau.

Continued the next Court day.

Bellecour  
vs.  
Monforton.

Continued to next Court day.

The King, on in-  
formation of  
Wm. Harthorn,  
vs.  
Wm. Hands.

This cause dismissed upon deliberation for want of proof, the ordinance requiring the conviction to be summary, and it brings against reason that a defaulter on a penal statute should be held over to second appearance for a trifling fine by the mere neglect of the informer to make out his case on the first summons.

The same vs.  
Jno. Wheaton.

Dismissed.

The same vs.  
Presque Cotté.

Dismissed.

The same vs.  
Francois Gerardin.

Dismissed.

The same vs.  
Thomas Smith.

Dismissed.

Court adjourned to 29th September, 1791.

CHAS. SMYTH, *Clerk.*

WM. D. POWELL, *J.C.P.*

Province of  
Quebec.  
District of Hesse.  
29 September,  
1791.

COURT OF COMMON PLEAS, holden at L'Assomption in the said District, on Thursday, the 29th day of September, 1791, according to adjournment.

Present: The Honourable William Dummer Powell, Esq., first Judge of the said Court.

Edward Hazel  
vs.  
Meldrum & Park.

The plaintiff in person. Mr. Roe for defendant. The plaintiff called as witness in this cause Wm. Lee, of full age and not interested, who was duly sworn to declare the truth.

Ques. by plaintiff: Have you any knowledge of a quantity of cordwood furnished by plaintiff and loaded in Mr. Heward's vessel, commanded by Mr. McKay, if so declare when, and the number of cords to the best of your recollection?

Ans.: That about seven years ago this fall he was employed by Edward Hazel to draw to the water-side a



quantity of cordwood, cut by the witness and Benj. Knap upon Captain Bird's lot. That he is certain that the vessel which took it away was loaded four times, and he believes a fifth time; that to the best of his knowledge and belief the vessel carried ten cords at each loading; that he has knowledge that the said wood was delivered upon account of Mr. Heward, as he was part of the time upon the spot to receive it and even bought some from the witness; that he has also knowledge that in the same fall the same vessel was several times loaded by the plaintiff with wood cut by himself; cannot say how often, but to the best of his belief it was at least three or four times, and that Mr. Heward himself came down for the wood.

Ques. by plaintiff: Do you know if the plaintiff took care of the vessel during the winter whilst she was frozen up on the ice?

Ans.: That he knows the plaintiff took care of the vessel from having frequently assisted him to drive away the ice.

Ques. by plaintiff: Have you any knowledge that the plaintiff delivered any quantity of cordwood to Mr. Park in the following spring, and the number of cords?

Ans.: That the witness with three others were employed by the plaintiff to cut cordwood for the spring; that he knows one hundred cords were put on board the vessel in the spring; that he does not know on whose account the wood was delivered, but always understood that it was for Mr. Park, as Callagan, one of the boatmen, told him so, and the witness himself saw Mr. Park at the plaintiff's in the winter, when he was bargaining for firewood as the witness was told by the plaintiff at this time.

Cross-questioned by Mr. Roe: Do you recollect that Mr. Park's people cut any wood near Mr. Hazel's that fall?

Ans.: Yes, that Mr. McKay and some others cut a quantity of wood on the Isle of Boisblanc that fall.

Ques. by defendant: Do you know how the wood, cut by Mr. Park's people, was carried away?

Ans.: In the same vessel.

Ques. by defendant: Was such conveyance before or after the wood carried from the plaintiffs?

Ans.: That they took away the wood from Mr. Hazel's whilst there was any there, but McKay, the master of the vessel, finding there was not wood to land went to the Island to get a load, and urged the witness and Knap to go down to the Island to help; that they went and cut six cords in two days, that the vessel was loaded, went to Detroit twice to his knowledge, and then returned to the plaintiffs, where the vessel was froze up.

On prayer of witness Court taxes his allowance at 2s. 6d., Halifax, per day for two days. C. S.

Witness C. S.

His  
WILLIAM X LEE.  
mark.

The plaintiff calls as witness Benj. Knap, of full age and not interested, who was sworn to declare the truth.

Ques. by plaintiff: Do you recollect, or have you any knowledge, of a quantity of cordwood furnished by plaintiff to Mr. Heward in the vessel commanded by Mr. McKay? If so, declare the quantity and when it was delivered to the best of your knowledge.

Ans.: That he helped to cut, cart and split wood for the plaintiff about six or seven years ago in the fall; that the wood was received by one, Mr. McKay, in a small vessel; that he does not know the exact quantity, but that the vessel was loaded different times, he thinks more than twice; that the plaintiff's team being worn out, the witness, with Wm. Lee, went to the Island of Boisblanc for two days to cut wood and load the vessel.

Ques. by plaintiff: Have you any knowledge that the plaintiff furnished any, and what quantity, of firewood to Mr. Park in the spring following?

Ans.: That he has no knowledge other than that the plaintiff told him in the winter that he had contracted to cut a hundred cords, but did not say for whom; that in the spring the plaintiff told him that he had finished his complement and the witness saw McKay's vessel loading in the spring at Mr. Hazel's.

BENJAMIN KNAP.

On prayer of witness Court taxes his allowance at 2s. and 6d. per day for four days. C. S.

The plaintiff called as witness Antoine Beauford, who was sworn to declare the truth.

Ques. by plaintiff: Avêz vous connoissance d'avoir mené Mr. Park de chez vous, jusau'à chez le demandeur a fin de l'engagé à soinge une battiment au defend'r qui étoit pris dans les glaces aupres de chez Mr. Hazel, et quand ce la s'est arrive?

Ans.: Que vers les faites de Noel il y a six ans à ce qu'il croire, Mons. Park l'engagé de l'amener chez Mons. Hazel pour faire un arrangement avec lui pour soingé son battiment pendant l'ever, qu'arrivant chez Hazel il lui a dit ce la et la depuis Mons. Park et Hazel ont visiter a deux repris le battiment qu'été pris dans la glass et ils ont monter ensemble dans la griner de Mons. Hazel, mais quelles ont été leur convention il ne pourra dire mais



qu'ayant représenté a Mons. Park qu'il fallù se depacher pour se rendre, il repondit qu'il avait fait un affair et apres avoir lû avec Mons. Hazel il s'en retournè.

Sa

Witness C. S.

ANTOINE X BEAUFORD.

marque.

The plaintiff represents to the Court that he has closed his proof and prays the judgment of the Court thereupon. Continued by the Court en deliberé.

Mr. Roe for plaintiff. Mr. Smith in person.

Meldrum & Park  
vs.  
Thomas Smith.

That upon the suggestion of Mr. Smith the defendant and interviewing plaintiff that he cannot obtain the attendance of all his witness, two being about to leave the place and others being absent. It is ruled by consent, that such witnesses as are about to leave the place, may be examined on interrogatories on Thursday next, and that the cause be set down for trial in three weeks. C. S.

Mr. Roe for plaintiff. On motion by Mr. Roe this cause is set down for trial on Thursday next, upon due proof of notice to the defendant, who does not appear.

Gabriel, Pierre,  
and Toussaint  
Chene  
vs.  
Art. McCormick.

Issued subpœna to plaintiff's attorney 4th October, 1791. C. S.

Mr. Roe for plaintiff filed replication marked C. Defendant does not appear.

Pierre, Gabriel,  
and Toussaint  
Chene  
vs.  
Pat. McNiff.

On motion by Mr. Roe this cause is set down for trial on Thursday next, upon due service of notice on defendant.

Issued subpœna to plaintiffs 4th October, 1791. C. S.

Plaintiff appears in person. Mr. Roe for defendant. The plaintiff produced Mr. Ant. Beauford, of full age and not interested, who was sworn to answer to certain interrogatories filed last court day, marked G.

Pierre Durand  
vs.  
John Lips.

Ans. to first interrogatory: Oui l'année passé quelque jour devant la St. Michel.

Ans. to second interrogatory: Oui.

Ans. to third interrogatory: Oui.

Ans. to fourth interrogatory: Non. Mr. Durand l'a fait par ordre des arbitres—ouïrement la graine auroit était à la bris des anemaux ce qu'ils na pas était.

His

Witness C. S.

ANTOINE X BEAUFORD.

mark.

Continued on motion of plaintiff for three days.

McDougall  
vs.  
Lyons, on the  
opposition of  
André Decaroux.

Mr. Roe for plaintiff. The opponent in person.

Court orders that the sheriff proceed to the sale of the boat seized as the property of the defendant in satisfaction of the plaintiff's judgment, subject to the payment of twenty-five pounds, eighteen shillings and sixpence, New York currency, for labour and materials expended on the said boat, by the opponent, he filing in the office the certificate of Geo. Lyons, sworn before a Justice of the Peace, stating the items of the balance due to the builder, which sworn certificate is admitted by consent of parties. Costs of the opposition to be paid to the opponent out of the proceeds of the estate.

Groesbeck  
vs.  
Visgar.

The defendant attended in person, and on consent of Mr. Roe, cause was continued for trial on next court day.

CAUSES UNDER  
TEN POUNDS.

J. Bapt. Frederick  
vs.  
Louis Vessienau.

Plaintiff in person. Cause continued eight days. Court allows witness ten shillings, Halifax.

JOHN McCLEAN.

Bellecour  
vs.  
Monforton.

Continued for eight days.

Harffy  
vs.  
Hugh Holmes.

Parties not appearing; dismissed.

Harffy  
vs.  
J. B. Labadie,  
dit Balleschamp.

Parties not appearing, cause dismissed.

Thos. Smith  
vs.  
André Decaroux.

Judgment for plaintiff for the sum of eight shillings and sixpence, Halifax, in terms of the declaration.

John Smith  
vs.  
André Decaroux.

No return; dismissed.

Wm. Searl  
vs.  
Pierre Cardinal.

Parties appearing, cause continued eight days.

Court adjourned to 6th October, 1791.

CHAS. SMYTH, *Clerk*.

W. D. POWELL, *J.C.P.*

Province of  
Quebec.  
District of Hesse.  
6 Oct., 1791.

COURT OF COMMON PLEAS, holden at L'Assomption in the said District, on Thursday, the sixth day of October, 1791, pursuant to adjournment.

Present: The Honourable William Dummer Powell, Esq., first judge of said Court.

Pierre Durand  
vs.  
John Lips.

Plaintiff appeared in person. Mr. Roe for defendant. Plaintiff produced as witness Francois Revaux dit La



Jeuness, who was duly sworn to certain interrogatories already filed marked A.

Ans. to first interrogatory: Oui apres la Recolle de L'annee passe.

Ans. to second interrogatory: Ds appertient a Madam Laforest.

Ans. to third interrogatory: Le as aonnaissance d'auoir vu des tous des perches dan le feu de Mons. Lips mais el ne sail quils appertient.

Ans. to fourth interrogatory: Mon dn'a point de connoissance.

Sa

Witness C. S                      FRANCOIS X REVAUX DIT LA JEUNESS.  
marque.

Continued on motion of plaintiff to next court day.

Mr. Roe for plaintiff. Defendant in person. Defendant files four exhibits marked with the letters N, O, P, and Q, and on motion of Mr. Roe the cause was continued to next adjournment for communication of the first exhibit.

Groesbeck  
vs.  
Visgar.

Mr. Hazel in person. Mr. Roe for defendant. The plaintiff files two papers marked with the letters F and G, and moves the Court for judgment. Continued by the Court en deliberé.

Edward Hazel  
vs.  
Meldrum & Park.

Mr. Roe for plaintiff appears and files notice of trial as ruled last court day marked P. Defendant in person appears.

Pierre, Gabriel,  
and Toussaint  
Chene  
vs.  
Arth. McCormick.

The defendant exposes to the Court and for answer to the plaintiff's demand submits that his agent, Geo. Lyons, did receive from the plaintiff thirty-one pounds, eleven shillings and sixpence towards the payment of one-half of the purchase of a lease bought at auction by the defendant at the plaintiff's request, upon agreement that on payment of such moiety the plaintiff should enjoy one-half interest in the said lease, but they failing to pay in such entire moiety, the defendant was kept out of the enjoyment his said purchase, from the 8th day of August, 1790, to the 25th of January, 1791, during which periods the plaintiffs enjoyed the said lease in toto, for which the defendant considered that the said sum of £31 7s. 6d. was not more than sufficient compensation, of which he prays judgment, and that he may be dismissed from this action with costs. And the plaintiffs, by their attorney, for replication to the defendant's plea says that during the period stated in the said plea the said premises were in the power of the

Sheriff of this District, to whom the plaintiffs were accountable, and further that such possession was at the repeated request of the defendant, whereof he prays judgment. The defendant files Exhibit F.

Judgment for plaintiff for the sum of nineteen pounds, twelve shillings and twopence, lawful money of the Province, with costs.

Issued execution 28th October, 1791, set first Court in May, 1792.

Debt . . . . .	£19 12 2
Costs . . . . .	7 4 3
	<hr/>
	£28 16 10
Writ . . . . .	0 5 0

C. S.

Pierre, Gabriel,  
and Toussaint  
Chene  
v.s.  
Pat McNiff.

Mr. Roe appears for plaintiffs. Defendant appears in his proper person. The plaintiff filed subpoena issued in this cause marked D, and produced Geo. Lyons as witness, who was duly sworn to declare the truth.

Ques. by plaintiff: Have you knowledge that at any time, and when, Mr. McCormick, as stated in the declaration, gave the plaintiff permission to sow the farm now in possession of the defendant?

Ans.: That he the witness conversed with Mr. McCormick respecting the plaintiffs' sowing the land in question before the seed was put into the ground; that Mr. McCormick seemed to have no objection, but has no further knowledge of any except permission by Mr. McCormick before the seed was sown, other than his declaring himself satisfied that it should be done; that the plaintiffs might be able to pay for the land as soon as possible.

Ques. by plaintiff: Were you present at any time, and when, at a conversation between Arthur McCormick and Toussaint Chene, one of the plaintiffs, and if so what was the tenor or purport of such conversation?

Ans.: That he was present after the sale of the farm by the Sheriff, but at what period he does not exactly recollect, with Mr. McCormick, and the three plaintiffs, when the former asked the latter how much wheat they had sown upon the farm, to which they replied that they had received twenty-five bushels of Fall wheat and intended to sow thirty bushels of Spring wheat, upon which Mr. McCormick observed that he was well pleased, as that would enable them to make up his money.

Ques. by plaintiff: Do you know how much wheat was sown by the plaintiff last fall upon the farm in question?



Ans.: That he knows only from their own report that they had sowed twenty-five bushels.

Cross-questioned by defendant: Do you know, that at the time Mr. McCormick gave the permission as you suggest, if it was intended for the benefit of Charles Chêne and his wife and their minor children, or for the benefit of their other children?

Ans.: That he has no knowledge of any such distinction.

Ques. by defendant: By whom was the farm that the defendant now lives upon occupied at the time the conversation passed which you have now related?

Ans.: That it was occupied by Charles Chêne and Gabriel and Toussaint Chêne, his sons, and that Pierre Chêne lived upon his own lots.

Ques. by defendant: Have you any knowledge that Pierre Chêne, one of the plaintiffs, laboured the farm in question, jointly with the other two plaintiffs?

Ans.: That he has none.

GEORGE LYONS.

The plaintiff called upon Gregor McGregor, Esq., Sheriff of the District, who was duly sworn to declare the truth.

Ques. by plaintiff: Did you at any time, and when, in your capacity of Sheriff, put the plaintiffs forcibly out of possession of the farm now occupied by the defendant, and if so at whose requisition?

Ans.: That in the month of January last, at the requisition of Mr. Arthur McCormick, upon his payment to the witness of the price at which the lease of Chêne's farm, now occupied by the defendant, was adjudged to him, the witness gave him legal possession, but used no force to dispossess the plaintiffs, for on his appearance the house and farm was delivered up by the occupier.

Cross-questioned by the defendant: Whom did you dispossess of the farm in question?

Ans.: Charles Chêne was the defendant whom he was to dispossess.

GREGOR MCGREGOR, *Sheriff*.

Plaintiff called as witness Francois Deruisseau de Bellecour, who was duly sworn to declare the truth.

Ques. by plaintiff: Did you at any time, and when, in your capacity of acting Notary, prohibit the defendant from cutting the wheat growing on the farm now occupied by the defendant, the property of the plaintiffs, if so was such prohibition signified to him in writing?

Ans.: That on the 15th of July, last, the witness, at the requisition of Pierre, Gabriel and Toussaint Chêne, protested to the defendant against cutting the wheat growing upon the farm he now occupies, which the said Chênes claimed to be their property, as having sowed it in the fall; that defendant was then at harvest and told him that he was cutting his own wheat and had no other answer to make him, and this is presence of Chevallier de Celleron and Jos. Barron, and that a copy of the protest now filed and marked Y was left with the defendant.

S'D. D. BELLECOUR.

Mr. Roe, attorney for plaintiff, files in court the Essoin of Chevallier de Celleron, one of the witnesses subpoenaed in this cause, and prays for further delay to hear the first witness, and that the record may be left open for further proof. Continued accordingly to next court day.

Issued subpoena 11th October, 1791, at instance of defendant for James May vs. James McIntosh.

Lyons  
vs.  
L'Enfant.

On motion of Mr. Roe this cause continued for six weeks.

UNDER TEN  
POUNDS.  
J. B. Frederick  
vs.  
Louis Vessenau.

Judgment for two pounds, thirteen shillings and fourpence, currency, and costs.

Bellecour  
vs.  
Monforton.

Continued for eight days.

Wm. Searl  
vs.  
Pierre Cardinal.

The parties appear. Judgment for one pound currency with costs.

Court adjourned to 13th October, 1791.

CHARLES SMYTH, *Clerk.*

W. DUMMER POWELL.

Province of  
Quebec.  
District of Hesse.  
13 October, 1791.

COURT OF COMMON PLEAS, holden at L'Assomption in the said District, on Thursday, the 13th day of October, 1791, according to adjournment.

Durand  
vs.  
Lips.

The parties appeared. Continued by plaintiff on motion. Plaintiff produced Joseph Revaux, who was duly sworn to answer to interrogatories marked C already filed.

Vers le fin d'Octobre dernier Jean Lips à demandé au témoin la permission de se reterer chez lui on cas qu'il perdra son prouvs avec Durand il seroit obligé de quitte sa terre a quoi le témoin a consenté.

Sa  
JOSEPH X REVAUX.  
marque.



Parties appeared, continued en deliberé on plaintiff's attorney moving for judgment.

Groesbeck  
vs.  
Visgar.

Parties appear. Continued en deliberé.

Hazel  
vs.  
Meldrum & Park.

Mr. Roe for plaintiffs. Defendant in person. Mr. Roe called as evidence in this cause Alexis Labadie, of full age and not interested, who was duly sworn to declare the truth.

Pierre, Gabriel,  
and Toussaint  
Chene  
vs.  
P. McNiff.

Ques. by plaintiff: S'il a connaissance que les demandeurs aient semé le bled et quelle quantité sur la terre actuellement occupé par le defendeur et en quelle terms?

Ans.: Qu'il sait de sa propre connaissance que les demandeurs ont ensemé la terre occupé maintenant par la defendeur, que ils ont mis vingt cinq minots de sémance à peu pres de ce tems ici de l'annee passée.

Ques. by plaintiff: S'il connoit qui en à fait la recolte?

Ans.: Qu'il sait que ce Mons. McNiff qui a récolté.

Ques. by plaintiff: Avez vous connaissance et en quelque temps les demandeurs en demandé permission de Mons. McNiff de couper ce blé?

Ans.: Il sait que Mons. McNiff voulant couper ce meme blé, les demandeurs lui ont fait defence dissant qu'ils entendé de recolte en même, que le temoine et Jos. Barron furent present lorsque cet representation a été fait à Mons McNiff, qui leurs faisait comprendre qu'il ne les entendoit pas, mais c'étant expliqué par un interpret, il leurs faisait dire que ce ils veulent l'empacher de couper son blé, il fallût lui baillé l'ordennance du Juge ce qu'il repeter lui meme en bon fraingois.

Ques. by plaintiff: S'il étoit present lorsque les demandeurs furent mis dehors de depus la terre actuellement occupe par la defendeur?

Ans.: Que ce prentems il arrivé dans le moment que Mons. McCormick se disputé avoient les Chênes, mais qu'il n'étoit point temoin qu'il les avoit chaser hor de la maison. les butins etant s'entre avant l'arrivé du temoin.

Sa  
ALEX. N LABADIE.  
marque.

Mr. McNiff, being present in Court, moves that his exceptions marked X be filed on record in this cause, which being granted by the Court the defendant, Pat. McNiff, is informed that he must find an interpreter himself.

Mr. Roe produced as witness in this cause Francois Gamelin, who was duly sworn.

Ques. by plaintiff: S'il a connaissance que les demandeurs aient semé du blé sur la terre actuellement en proportion du defendeur, en quelle tems et quelle etoit la quantité?

Ans.: Qu'il sait que dans le mois de sepembre de l'année dernier, ils ont semé sur la terre, qu'occupe actuellement le defendeur, mais quelle quantité il ne pouvoit dire, mais que sur la même quantité de terrain qu'ils ont semé, le temoin a coutume de semé vingt quatre ou vingt cinq minôts.

Ques. by plaintiff: S'il a connaissance qu'est qu'a le recolté?

Ans.: Que selon sa connaissance c'étoit Mons. McNiff.

Ques. by plaintiff: Ce, avant que le blé a étoit coupé le temoin a la requisition d'aucune des parties en a estimé la quantité?

Ans.: Qu'oui à l'instance de Bellecour Notaire, le temoin avez Robert Navarre, le Sieur Godefroy, et Etienne Nevernois en ont fait l'estimation dans leurs ames et conscienus à deux cent cinquante minots.

FRANÇOIS GAMELIN.

Mr. Roe produced as witness Mr. Robert Navarre, who was duly sworn.

Ques. by plaintiff: S'il a etoit appelé par les demandeurs pour estimer une pièce du blé sur la terre actuellement occupé par la defendeur, en quelle tems, et quelle quantité ont il trouver selon leurs estimation?

Ans.: Que vers le fin de juliet a la requete de Mons. Chênes il se transporta sur al terre actuellement occupé par le defendeur, accompagné de Mons. Gamelin, Godfroy, and Nevernois, et qu'il a estimer la piece a deux cent cinquante Minot, conjointement avec les autres messieurs.

ROBERT NAVARRE.

Defendant filed subpoenas issued in this Court and called upon James May as witness, who was duly sworn to declare the truth.

Ques. by plaintiff: Have you any knowledge that the defendants or any of them, on or about the month of August, twelve months past, or at any other time, and when applied to Mr. Geo. Lyons for leave to sow the land now occupied by the defendant, and if so, what is that knowledge? Relate the whole thereof to the best of your recollection and belief.

Ans.: That on about the month of August, twelve months past, he witness, who was employed by Mr.



McCormick to dispose of some rum to raise the price of the farm in question, received a letter from Mr. Lyons, requiring the witness' opinion on the propriety of granting leave to the plaintiffs to sow the said farm, that before the witness had answered this letter Mr. Lyons waited upon him in person to urge the witness' opinion, which the witness gave to Mr. Lyons against his exercising any authority under a power of attorney from Mr. McCormick respecting the said farm, which the witness supposed to be conditional, and knew to be lodged in the hands of Mr. Roe, to remain there until Mr. Lyons should have effected the payment of sixty pounds toward the purchase money of the said farm, which the witness then understood would entitle Mr. Lyons to a joint interest in it with Mr. McCormick, and the entire management of it during his absence; that Mr. Lyons, on a subsequent occasion, informed the witness, which was confirmed to him by Ch's Chêne, the father of the plaintiff, that he had given permission to the plaintiffs to cultivate the farm in question, although he could not raise the said sum of sixty pounds, and had not then withdrawn from Mr. Roe Mr. McCormick's procuration; that thereupon the witness observed to Mr. Lyons that he had committed himself in a matter in which he had no power and that he might draw upon him a disagreeable discussion with Mr. McCormick; that meantime after the father of the plaintiffs was dispossessed by the Sheriff, and Mr. McCormick put into possession, Charles Chêne came to the witness complaining of Mr. Lyons' conduct in pretending to have full power from Mr. McCormick, which had turned out to be only conditional, and after requesting the witness' opinion of the probable event of the dispute then foreseen respecting the grain, observed to the witness that at all events if they should lose their crop they must recover the value from Mr. Lyons, who had induced them into the error.

Ques. by defendant: Have you at any time heard any of the actual plaintiffs, and which, observe that if they sustained any damage by means of the transaction as before related, they would have recourse to Mr. Lyons for the reimbursement of the same?

Ans.: That in conversation with Pierre Chêne, one of the plaintiffs, respecting this dispute, when the witness' opinion who should make good to the plaintiffs the ultimate loss on the transaction was asked, and he not being able to give a decisive opinion, the plaintiff said to the witness "It is my opinion we must recover against Mr. Lyons as being the person who authorized us to sow."

Ques. by defendant: Have you any knowledge of any application by Mr. Lyons or either of the plaintiffs to pro-

cure Mr. McCormick's consent to and ratification of, their sowing upon the land, subsequent to his being put into possession?

Ans.: The witness has no knowledge of any such application by the plaintiffs, but heard Mr. Lyons express his wish to see Mr. McCormick to procure from him his approbation of what Lyons had done under the supposed power of attorney, and urged the witness to use his influence with Mr. McCormick to that effect.

Ques. by defendant: Have you knowledge that the grain in question was the property of Charles Chêne and his family?

Ans.: The witness understood from Charles Chêne that the seed in question belonged to him and his family, the greater part of his own raising, and that he had made an exertion in hopes of a large crop to enable Mr Lyons to make good his arrangement with Mr. McCormick for one-half of the farm for his family.

Ques. by defendant: What did you understand the family to consist of?

Ans.: Of Charles Chêne, his wife, Toussaint, Gabriel and Agathe, and a young boy in the house.

Ques. by defendant: Did you consider Pierre Chêne, one of the plaintiffs, as belonging to the family?

Ans.: No, as he was married and lived separate from his father, and had done so for many years.

Cross-questioned by Mr. Roe: Do you know if Mr. McCormick at any time, and when, resided with Charles Chêne and his family?

Ans.: That he knows by having been told so by Mr. McCormick himself that after his return from Canada last winter he hired a room in the house then occupied by Charles Chêne upon the farm in question, for which he was to pay to the said Charles Chêne forty shillings per month.

Ques.: Did you at any time during Mr. McCormick's residence in Chêne's house, hear him express himself satisfied that the Chênes have sowed so much wheat on the farm?

Ans.: That at some period of the winter, while Mr. McCormick resided with the Chênes, the witness heard him often express himself satisfied that they had a prospect of so large a crop, as he expected the produce of it should enable them to pay their half of the purchase money which Mr. Lyons had agreed for; that at this time the witness understood that an immediate payment of the difference between £31 7s. 6d., which the witness had received from Mr. Lyons in behalf of Mr. McCormick, on account of the



purchase money and the sixty pounds he had agreed to raise should be made, and the witness understood from Mr. McCormick that some words having arisen between him and the Chênes respecting the delay of such payment, he had been obliged to quit the house.

Ques. by the Court: What was the price of wheat at the time the wheat in question was sowed?

Ans.: Thirteen shillings and fourpence, York currency.

JAMES MAY.

The defendant produced Mr. James McIntosh, who was duly sworn as witness in this cause.

Q.—Have you any knowledge that the plaintiff or either of them at any time, and when, last winter declared that they were ruined by Mr. Lyons' permission to them to sow the said land, and that if they were not permitted to reap they would have their recourse upon Mr. Lyons?

Ans.: That he never had any conversation with either of the plaintiffs to the best of his recollection, but that Charles Chêne, the father, and the mother have often observed to the witness how much they had been injured by Mr. Lyons, and that if they did not recover from McCormick they should look to him (Lyons) for compensation.

JAMES MCINTOSH.

The defendant submits to the Court that his principal voucher, being Mr. McCormick's lease to him of the farm in question, is already before the Court in a certain cause lately agitated, and prays that the Clerk may be ordered to bring up the said lease. Ordered accordingly.

Mr. Roe, for plaintiffs, prays the judgment of the Court. Continued en délibéré.

Continued.

Court adjourned to 20th October, 1791.

W. D. P., *J.C.P.*

C. SMYTH, *Clerk.*

UNDER TEN  
POUNDS.  
Bellecour  
vs.  
Monforton.

COURT OF COMMON PLEAS holden at L'assomption in the said District on Thursday, the 20th day of October, 1791, according to adjournment.

Present: Wm. Dummer Powell, Esq., First Judge of said Court.

Province of  
Quebec.  
District of Hesse.  
20 October, 1791.

Mr. Roe, of counsel for plaintiff, filed declaration. Defendant being called and not appearing, Mr. Roe prayed default.

James McDonnell  
vs.  
Charles Poupard,  
dt. Lafuer.

The same  
vs.  
Louis Meloche.

Mr. Roe, of counsel for plaintiff, filed declaration and defendant appearing acknowledged to owe as in the said declaration it is set forth, whereupon Court considers that the plaintiff do recover the sum of seventeen pounds, four shillings and eightpence currency with costs of suit.

Durand  
vs.  
Lips.

Parties appeared. Plaintiff produced Zacharie Cloutier as witness in this cause, who was duly sworn to certain interrogatories already filed marked G.

Ans. 1st: Qu'oui.

Witness, C. S.

Sa  
ZACHARIE X CLOUTIER.  
marque.

Continued en deliberé by the Court on motion for judgment by plaintiff.

Meldrum & Park  
vs.  
Louis Campeau.

Sheriff returned writ of fi. fa. issued in this cause with opposition of Jacques Campeau annexed to the sale of a certain lot of land seized as belonging to the defendant. Jacques Campeau appeared in support of his opposition.

Mr. Roe for plaintiffs. Opponent filed Ex. A and on motion continued to next adjournment for production of titles, etc.

Meldrum & Park  
vs.  
Thomas Smith.

Mr. Roe of counsel for plaintiffs. Defendant in person. Plaintiff filed subpoenas D, and produced as witness in this cause Wm. Christie, who was duly sworn to declare the truth. Who says that on the 5th of February, 1788, he was clerk to the plaintiffs and delivered the three items charged, two pounds, twelve shillings, in defendant's account under that date to Molly Crofton on defendant's account; that the plaintiffs were accustomed to deliver goods to that person on defendant's account, but whether they were authorized so to do by the defendant directly or indirectly by payment of articles so delivered the witness cannot say.

Ques. by plaintiff: Did you at any time, and when, deliver to the defendant the plaintiff's account containing the three said items of charge, and did he accept or deny the same?

Ans.: That in April, 1789, he delivered the plaintiff's account to the defendant containing the said three items of charge, to which the defendant made no other objection than to a charge of thirty shillings under the 29th February, 1788, for articles delivered to Molly Crofton without order.



Cross questioned by defendant: Do you recollect, at any time the defendant objecting to a charge of a quantity of iron in plaintiff's account, and what is your knowledge on the subject?

Ans.: That he recollects such objection being made, the settlement thereof being referred by one of the partners on account of the absence of the other, he thinks by Mr. Meldrum, to the return of Mr. Park, but the original transaction was prior to the witness living with the plaintiff.

Ques. by defendant: Do you recollect at any time, and when, the defendant forbid the plaintiffs to deliver anything on his account without a written order?

Ans.: That he does recollect such directions being given by the defendant, but cannot say at what period, but thinks that subsequent to such direction no credit was given on defendant's account without his order.

WILLIAM CHRISTIE.

Plaintiff produced Jno. Bapte Craiste as witness, who was duly sworn.

Ques. by defendant: Avez vous reçu, et en quell tems de demandeurs par ordre de Mr. Smith une quantité de ferment de moulin?

Ans.: Qu'il construisé un moulin a la pienier en 1783 que Mr. Smith devoit lui fournir les ferments que faisoit Ballar fourgeron, que le temoin se rendant chez Ballar pour recevoir l'ouvrage apris de lui que tout le fer de Mr. Smith avait été enlever par les merchands de Fort—qu'apres le temoin apris de un quellque un que le fer était chez Mons. Park a qui le temoin s'adressa pour le retiré, que Mons. Park lui promette qu'il farrait fair son ferment, et en effet le temoin a son retour de la pineir le reçu de Mons. Park, mais qu'il ne scaurai dire si dans cet occasion Mr. Smith l'adresser a Mons. Park ou non.

Cross questioned by defendant: Quelle connaissance avez vous, que Mr. Smith à vraiment remis au fourgeron Ballar la quantite de fer necessair pour les ouvrage qu'ils s'était obligé de vous procurer?

Ans.: Qu'il y a si longtemps qu'il ne se souvenait plus de parole mais il sait que ballar la fait comprendre dans tems que Mr. Smith lui avoit remis toute la quantité de fer mais que d'autres persons l'ont enlever pour ses dettes.

Witness, C. S.

J. B. CRAISTE.

Defendant produced Wm. Christie, witness in his defence, who was duly sworn.

Ques. by plaintiff: Have you any knowledge that the plaintiff employed the defendant to survey a certain tract of land at the Pinery? Declare when and generally your knowledge of the transaction.

Ans.: That in the winter, he thinks of the year 1789, the plaintiff did employ the defendant, then going up the river, to survey at the Pinery, and that at desire of the plaintiff the witness made out a memorandum now filed marked Z, in order to guide the defendant in the survey.

WILLIAM CHRISTIE.

Defendant produced Jno. Baptiste Craiste, who was duly sworn.

Ques. by plaintiff: Avez vous connaissance que les defendeurs l'année 1790 ont enlever de la pinier une quantité de bois a moi appartenant?

Ans.: Que l'année 1790 Mons. Park a emporter environs douze ou quinze morceau de bois appartenant a Mons. Smith et le restant de bois le temoin a entendu dire avoir été aussi importé par Mons. Park, mais il ne l'a pas vû.

Ques. by defendant: Du mois de Janvier jusqu'a mois d'avril 1790 étiez vous en prison a la poursuite des demandeurs et dans cet temps, avez vous presenter a la Cour deux Requet representant votre situation et demandant le privilege d'un debiteur?

Ans.: Oui.

Ques. by defendant: Comment avez vous obtenu votre liberté?

Ans.: Qu'il obtenû sa liberte par la vente de ses droits qu'il pouvoit avoir dans le moulin de la pinier.

Ques. by defendant: Auriez vous consente a telle vente si autrement vous pouvez obtenir votre liberté?

Ans.: Que non, sans le plus grands avantage qu'il n'a reçu.

Ques. by defendant: Dans l'automn 1790 avant d'être emprisonné le defendant vous ont t'il proposé un acquittance avec cent ponds pour le moulin a la pineier, a condition que le defendeur leur cederà ses droits?

Ans.: Que les demandeurs lui ont offer de compromettre leur differents, et de l'acquiter, si Mr. Smith voulu retirer une action qu'il avait alors ententer contre le temoin et ceder la vente que le temoin lui avoit fait un le moulin.



Ques. by defendant: Si les demandeurs n'ont pas offert à votre femme une presente de l'Indiennes, si Mr. Smith ne rentré dans le moulin?

Mr. Roe for the plaintiffs excepts to the above question as being impertinent to the cause. Overruled by the Court and the witness directed to answer.

Ans.: Que Mons. Park a promis a sa femme une presente d'Indienne s'il garder le moulin, mais s'il le perdit il perdra ausie en dechargeant le temoin de sa dette.

Ques. by defendant: Si les demandeurs vous ont donné une memoire par ecrit, du bois a la pineier, et si en meme tems Mr. Park ne vous a pas dit, qu'il s'arrangera avec le defendeur pour le montant du dit bois?

Ans.: Qui oui. Le memoire filé a present marqué y.

Ques. by defendant: Si Mons. Park engager au mois d'avril, 1790, la conducteur des travaux du defendeur à la pineier, et si en consequence ces dit traveaux ne fus pas aneté?

Ans.: Oui.

Ques. by defendant: Si les engager de Mr. Smith pour la coupé de bois à la pineier en 1789 an 90, ne fus pas obligé de desender le bois au Detroit?

Ans.: Oui.

J B. CRAISTE.

Defendant produced Jno. Baptiste Roçout who was duly sworn.

Ques. by defendant: S'il a vû Toussaint Jasment faire sa marque a l'engagement filé marqué X apris lecteurs fait?

Ans.: Qu' oui.

Ques. by defendant: S'il a vu Jean Baptiste Craistte signé l'engagement filé marqué W?

Ans.: Qu' oui.

J. Roçout.

Defendant produced François Deruisseau de Bellecour who was duly sworn.

Ques. by defendant: If the protest interpellation and answer contained in Exhibit V now filed were made and obtained in his presence?

Ans.: Yes, in presence of the witnesses whose names are subscribed.

F. DE BELLECOUR.

Issued subpœna 1st November, 1791, to defendant, February 3rd.

C. SMYTH, Clerk.

On motion of Mr. Smith, with consent of plaintiff's attorney, cause continued for a fortnight.

Edward Hazel  
vs.  
Meldrum & Park.

Parties appear. On motion of defendant this cause continued for three months.

James McDonnell  
vs.  
Hugh Holmes.

Mr. Roe for plaintiff. Judgment for £7. 17s. 1d. currency on written confession filed and proved.

Bellecour  
vs.  
Monforton.

Parties appear. Continued.

Court adjourned to 27th October, 1791.

C. SMYTH.

W. D. P., *J.C.P.*

Province of  
Quebec.  
District of Hesse.  
27 October, 1791.

COURT OF COMMON PLEAS, holden at L'assomption in the said District on Thursday, the twenty-seventh day of October, 1791, according to adjournment.

Present: The Honourable William Dummer Powell, Esquire, First Judge of said Court.

James McDonnell  
vs.  
Chas. Poupard.

Discontinued by plaintiff on motion.

Meldrum & Park  
vs.  
Louis Campeau,  
on the opposition  
of Jacques  
Campeau.

Parties not appearing; cause continued.

CAUSES  
UNDER TEN  
POUNDS.  
Bellecour  
vs.  
Monforton.

Continued.

Court adjourned to the Judge's Chambers for Thursday, 3rd day of November, 1791.

W. D. P.,  
*J. C. P.*

CHAS. SMYTH,  
*Clerk.*

Province of  
Quebec.  
District of Hesse.  
3 November, 1791.

COURT OF COMMON PLEAS, holden at L'assomption in the said District, on Thursday, the third day of November, 1791, according to adjournment.

Present: The Honourable William Dummer Powell, Esquire, First Judge of the said Court.

Meldrum & Park  
vs.  
Thomas Smith.

Mr. Roe appeared and continued cause to next adjournment.

Durand  
vs.  
Lips.

Mr. Roe appeared; continued en délibéré.



Mr. Roe appeared; cause continued en deliberé.

Groesbeck  
vs.  
Visgar.

Continued on motion of Mr. Roe.

Meldrum & Park  
vs.  
Campeau, on the  
opposition of  
Jacques Campeau.

Mr. Roe of counsel for plaintiffs moves the Court for judgment, whereupon it is ordered by the Court, before it proceeds to judgment definitely, that a report be made to the Court of the real quantity of grain reaped by the defendant on the land sowed by the plaintiffs, together with the expense of harvesting, and that such report be made on oath by experts to be named by the parties respectively, two by plaintiffs and two by defendant, and, in case of difference of opinion, by a fifth, to be chosen by the other four, and if on due proof of service of this rule on either party it shall appear to the Court that one of the said parties shall refuse to name such experts in eight days, the Court will proceed to such nomination *ex officio*.

P. G. & Toussaint  
Chéné  
vs.  
Pat McNiff.

Cause continued to next adjournment.

Continued on motion to first Court day in April next.

UNDER TEN  
POUNDS.  
Bellecour  
vs.  
Monforton.

Sheriff returns Writ of fi. fa. issued in this cause with return of *Nulla bona*, and it being suggested by Mr. Roe of counsel for the plaintiffs, that the defendant has goods and chattels in the said District whereof the said debt and costs may be made and levied. It is ordered that an alias Writ of Execution do issue commanding the Sheriff to levy the said debt and costs.

Meldrum & Park  
vs.  
Louis St. Obien.

Al. fi. fa. issued 3rd November, 1791. Returnable in May, 1792.

Sub. costs .....	£1 10 0
Writ .....	0 5 0

C. S.

Sheriff returns writ of fi. fa. issued in this cause, with the monies levied by virtue thereof, whereupon it is ordered by the Court, on motion of Mr. Roe, of counsel for the plaintiff, that the Sheriff do pay over to plaintiff the said monies, being twenty-one pounds, sixteen shillings and eightpence one farthing, in part satisfaction of his judgment.

McDougall  
vs.  
Lyons.

Court adjourned to 10th November inst.

WM. DUMMER POWELL,

CHAS. SMYTH,

J. C. P.

Clerk.

Province of  
Quebec.  
District of Hesse.  
10 November,  
1791.

COURT OF COMMON PLEAS, holden at L'assomption, in the said District, on Thursday, the 10th day of November, 1791, according to adjournment.

Present: The Honourable William Dummer Powell, Esquire, First Judge of said Court.

The Court met pursuant to adjournment, and further adjourned to Thursday, the 17th day of November inst.

WM. DUMMER POWELL,  
*J. C. P.*

CHAS. SMYTH,  
*Clerk.*

Province of  
Quebec.  
District of Hesse,  
17 November, 1791.

COURT OF COMMON PLEAS, holden at L'assomption in the said District, on Thursday, the 17th day of November, 1791, according to adjournment.

Present: The Honourable William Dummer Powell, Esquire, First Judge of said Court.

P. G. & Toussaint  
Chéné  
vs.  
Pat McNiff.

Mr. Roe. of counsel for the plaintiffs, files return of rule made in this cause on the 3rd day of November, inst. Defendant called; did not appear, but communicated in writing his receipt of the rule, and refusal to comply with the same, whereupon Mr. Roe, for the plaintiffs, proceeded to name Francois Gamelin and Alexis Labedie, and the Court requests Wm. McComb, Esq., and James May to join themselves with the said nominees to enquire and report on the quantity of grain reaped by the defendant from the ground sowed by the plaintiffs on the farm leased by the defendant of Arthur McCormick and also on the probable expense of harvesting the same, and report their opinion on oath to the best of their information and belief in eight days.

Meldrum & Park  
vs.  
Thomas Smith.

Mr. Roe, of counsel for plaintiffs. Defendant in person. Defendant files petition marked L with the order of first Judge for the appearance of Wm. Park, one of the plaintiffs in this cause, to answer on oath to certain interrogations thereunto annexed, whereupon the said Wm. Park appearing humbly submits to the Court how far he is bound to answer to said interrogations, inasmuch as the defendant hath brought forward certain witnesses to prove the facts stated in his plea, and prays that he may be exempted from answering the same, and the defendant suggests to the Court that he has not brought up any witnesses to answer to the facts of the said interrogatories, and prays that the said Wm. Park be sworn. Ordered accordingly.

Wm. Park, Esquire, one of the plaintiffs in this cause, was duly sworn to answer certain interrogatories filed as above.



Ans. to first interrogatory: Thomas Smith, about that period, lived at or about Mr. Intosh's house, and not appearing to me to have much to do, I asked him if he would transcribe a blotter whose leaves were loose into a new book, which he did; how long he was I cannot say, as he did not attend regularly, but I suppose a steady would do the same in five or six days.

Mr. Park objects to answer to the second interrogatory, as in the terms in which it is couched it would tend to charge himself with a public offence.

Whereupon the Court ordered that he do not answer to the same.

Ans. to third interrogatory: In the fall of 1783 I heard Bellar was making iron work for a saw mill, built at the pinery by John Baptiste Creste, and at or about the same period the said Bellar owed large sums to different merchants in Detroit, who considering the state of his affairs, agreed to take their payments out in work at prices agreed to, and in proportion to their respective debts. I was nominated to direct Bellar by the creditors, and to regulate the same, as well as to receive some old debts which were owing Bellar and divide them proportionally, when received; that the iron work of Creste's mill was looked upon as a debt of sixty pounds for the benefit of the creditors, when completed, and yet Bellar has not iron to finish the same, that upon Mr. Smith's application to me and a promise to pay the same, I gave Bellar an order upon Messrs. Sharpe & Wallace for as much iron as would finish the work, the amount of which was to be deducted from the sum promised. The iron work was, I think, completed, and to the best of my recollection, was delivered to Creste, but where and at what time I cannot say.

Ans. to fourth interrogatory: In the year 1788 I caused some pieces of timber to be taken out of Mr. Beaubien's yard by Creste's particular desire as his own, and accounted to him accordingly.

The fifth interrogatory was overruled upon representation of Mr. Park, that it is impertinent to the cause.

Ans. to sixth interrogatory: I never employed Mr. Smith to survey or fix boundaries either to Brown's land or Baptiste Druillard's farm, further than he came to our store and acquainted me he was going to measure and survey between the mouth of Detroit River and the River Raison and up that river, and asked if I had any commands that way. I told him that William Brown had an Indian deed for land there, and as he would be measuring the neighbour's farms, I would be glad to know the width of it and of Baptiste Druillard's farm.

Ans. to seventh interrogatory: In April, 1790, I carried from the pinery some boards or plank and some more in the course of that summer, being part of property sold and delivered to Meldrum & Park by J. B. Creste, that the quantity of timber specified in the Exhibit by me, was said to be upon the ground, but did not count it.

WILLIAM PARK.

Defendant called upon Walter Roe, Esq., as witness in this cause, who was duly sworn to declare the truth.

Ques. by defendant: Have you any knowledge and what of the defendant in the spring of 1790 accounting with Peter Laughton for twenty-eight and a quarter cords of firewood, four feet long, cut on the borders of the River St. Clair in autumn of 1789 in order to be thrown on the rafts on their way to Detroit?

Ans.: I do recollect having heard Peter Laughton say that he had cut some wood on the River St. Clair for Mr. Smith, the defendant, on account of Wm. Towns, who was then his servant, but whether the same was to be carried to Detroit or elsewhere witness knows not, neither has any knowledge of the quantity.

W. ROE.

Defendant produced as witness in this cause John Martin, of full age and not interested, who was duly sworn to declare the truth.

Ques. by defendant: Was the paper now filed and marked with the letter "M" purporting to be a deed of sale of the pinery by Mr. Jno. Baptiste Creste to Meldrum & Park, executed in your presence, and is the signature John Martin at the foot of the said deed of your handwriting, and was the tenor of the same explained to the said Creste in any language that he could understand before the execution of the said deed?

Ans.: That the deed now filed was executed in presence of the witness, and that the signature of John Martin is in the proper handwriting of the witness, that the witness recollects part of the deed was explained to J. B. Creste in French and that Mr. Park told him that it was the same that had been before read to him at the Sheriff's.

Ques. by defendant: Do you recollect any part of the contents of the deed?

Ans.: Yes. The witness understood that Creste gave up all his right and title to the pinery, whatever it might be.

JOHN MARTIN.



Defendant produced Matthew Dalson, who was duly sworn to declare the truth.

Ques. by defendant: Did you see the defendant surveying lands in the River St. Clair above and below the Belle River in January, 1789, or at any other period, Dalson?

Ans.: On the 9th of March, 1789, the witness saw the defendant run the chain from below the Belle Riviere down to Wm. Thorn's.

MATTHEW DALSON.

The item in the plaintiff's account under date of 7th September, 1785, being delivered on defendant's account by his verbal order, of which the plaintiffs have no evidence, they submit the same to the decisive oath of the defendant praying that in case he refuses the same the plaintiff's oath may be taken thereon, and also submit to the said oath of the defendant the item of credit of 20th January, 1784, which the plaintiff's suggest to have been occasioned by their breach of the specific agreement to make up the iron for the mill work on Mr. Smith's undertaking to pay the labour.

The defendant being duly sworn, answers:

That he recollects that when the iron furnished by him to Bellar for Creste's mill work was in part wrought up and withheld from Creste by Meldrum & Park until they should be paid or secured in the payment of the price of Bellar's labour, he, the defendant, did wait upon Meldrum & Park claiming the iron as furnished by him, and stating that the price of Bellar's labour was to be deducted in account, but if they, Meldrum & Park, had a right to the produce of Bellar's labour, and that he could not get his iron from them in any other way, he must of necessity pay them for that labour, and thinks that the three pounds, nine shillings paid by him to them on the 20th January, 1784, might be on account thereof.

T. SMITH.

The defendant files exhibits marked N, O, P, Q, R, S, T, U, V, W, X, Y, Z, and the parties having finished their pleading mutually submit the same to the judgment of the Court.

Continued by the Court en deliberé.

Mr. Roe for plaintiff prayed the judgment of the Court. Defendant did not appear.

The Court having maturely weighed the declaration and answers in this cause, as well as the books, papers and vouchers exhibited by the plaintiff, considers that his

Wm. Groesbeck  
vs.  
Jacob Visgar,  
Curator to the  
Estate of Gar.  
Teller.

suit be dismissed and that the defendant do recover his costs of Court to be taxed, and although the judgment in this case does not fully meet the words of the ordinance requiring in certain cases that the reasons and grounds of the judgments of the Courts of Common Pleas should be assigned of record. The Court considering the large claim of the plaintiff and the absence of those interested in the intestate estate, is willing for the satisfaction of the parties to state concisely, that notwithstanding the singular favor to plaintiffs by the ordinance admitting any proofs known to the practice of the laws of England or France heretofore introduced in the Province of Quebec, the Court can admit nothing upon trust on the plaintiff's assertion without some proof, and that the books and exhibits filed by the plaintiff afford none which can be deemed legal under any extent of the particular clause in the ordinance of 1789. First the books from whence the account is extracted are kept in so irregular a manner, even by the testimony of the divers persons who swear to the several entries, as totally to destroy their credit in every case, but where the entry is corroborated by actual proof of the delivery of the articles charged, for it is sworn that they were made in the Waste Book occasionally by strangers and passengers on the loose dictum of the plaintiff, frequently with a retrospect to a distant period. It is needless to remark the abuse which may be made of a precedent to sustain such sort of testimony, but they carry with them innate marks of error and negligence, which wanted not the age of foreign evidence to invalidate their testimony. The orders filed as vouchers have no docket or mark of entry to direct to the date in the Waste Book under which they stand to the debit of the deceased. How is it possible then to discriminate and apply a voucher of one date among many for similar articles to any precise entry? In such a total absence of legal evidence nothing would follow but a non-suit, unless the plaintiff had brought his action during the life of Teller, in which case under favor of the boundless clause, in the late ordinance your defendant might have been brought forward in some shape to discharge himself *in foro conscientio*, failing which presumption might have served the plaintiff, but the season is past and the curatam cannot be applied to upon the equitable principle that no one shall profit of his own wrong, and the whole complexion of the suit does not lead the Court to commiserate the plaintiff, who certainly if he loses anything must attribute it to his own supineness and neglect.

CHAS. SMYTH, Clerk.



On motion of opponent, and by consent of the plaintiffs, Court grants main levee of the seizure made on the land in question, and that the Sheriff be ordered to direct accordingly.

Meldrum & Park  
vs.  
Louis Campeau,  
the opposition  
Jacques Campeau.

On motion of Mr. Roe this cause is continued for three months.

Lyons  
vs.  
L'Enfant.

Plaintiff in person. Defendant being called, but did not appear, whereupon the Court after considering the plaintiff's demand condemn the defendant to pay to the plaintiff the sum of three pounds, seven shillings and sixpence with costs.

CAUSES UNDER  
TEN POUNDS.

Charles Smyth  
vs.  
Pat McNiff.

Issued execution on 30th November, 1791. Returnable in two months.

Debt .....	£3 7 6
Costs .....	0 10 5
	<hr/>
	£3 17 11
Writ .....	0 1 0
Bailiff .....	0 4 0

C. S.

Plaintiff in person. Defendant being called, but not appearing. Court after considering the plaintiff's demand, condemn the defendant to pay the sum of sixteen shillings and sixpence with costs.

Jos. Elam  
vs.  
Pat McNiff.

Issued execution 30th November, 1791. Returnable in two months.

Debt .....	£0 16 6
Costs .....	0 10 5
	<hr/>
	£1 6 11
Writ .....	0 1 0
Bailiff .....	0 4 0

C. S.

Court adjourned to 24th November, inst.

CHAS. SMYTH, *Clerk.*

COURT OF COMMON PLEAS, holden at L'assomption in this District, on Thursday, the 24th day of November, 1791, according to adjournment.

Present: The Honourable William Dummer Powell, Esquire, First Judge of the said Court.

Province of  
Quebec.  
District of Hesse.  
24 November, 1791.

P. G. and  
Toussaint Chéné  
vs.  
Pat McNiff.

Mr. Roe for plaintiffs appears and filed report of experts appointed by rule of last Court day marked with rule and return of service upon defendant annexed. Cause continued for 8 days.

John Askin  
vs.  
Etienne Latour,  
dit Bellar.

Sheriff returns writ of fi. fa. issued with the moneys levied, whereupon it is ordered on motion of plaintiff filed and marked that the Sheriff do pay over to the plaintiff the said moneys in satisfaction of his judgment.

UNDER TEN  
POUNDS.  
  
John Laughton  
vs.  
Harry Facer.

Judgment for the sum of eight pounds fifteen shillings, Halifax currency, with costs.

Issued execution 16th December. Returnable in two months.

Debt .....	£8 15 0
Costs ... ..	0 10 5
	<hr/>
	£9 5 5
Writ .....	0 1 0
Bailiff .....	0 4 0

WILLIAM DUMMER POWELL,  
J. C. P.

Court adjourned to 1st December, 1791.

CHAS. SMYTH, *Clerk.*

Province of  
Quebec.  
District of Hesse.  
1 December, 1791.

COURT OF COMMON PLEAS, holden at L'Assomption, in the said District on Thursday, the 1st day of December, 1791.

Present: The Honourable Wm. Dummer Powell, Esquire, first Judge of said Court,

Gervais Hodiesne  
vs.  
Jean Louis  
Lajeunesse.

Mr. Roe, of counsel for plaintiff, filed declaration. Defendant appears in person, and says that he is not indebted in manner and form, inasmuch as he hath made divers payments to plaintiff on account of his said note, and prays that the same may be enquired of by the Court, and the plaintiff does so likewise. Cause continued for trial on next Court day.

James Abbott  
vs.  
J. Bte. Campeau.

Sheriff returned writ of fi. fa issued in this cause with the moneys levied, whereupon it is ordered, on motion of Mr. Roe, that the same be paid over to plaintiff in satisfaction of his said execution.



Sheriff returned writ of fi. fa issued in this cause, with the moneys levied, whereupon it is ordered, on motion of Mr. Roe, that the same be paid over to the plaintiff in part satisfaction of his judgment.

Robert Gowie  
vs.  
J. Bte. Marsack.

Sheriff returned writ of fi. fa issued in this cause with the opposition of Joseph Thibault to the payment of moneys levied and now returned into Court annexed, whereupon it is ordered on motion of Mr. Roe, of counsel for opponent, that Guillaume St. Bernard do shew cause in eight days why the conclusions of the said opposition should not be granted.

Guillaume St.  
Bernard  
vs.  
J. Roucout.

Mr. Roe, of counsel for plaintiffs, states to the Court that the eight days allowed by the ordinance for the homologation of the report of the experts, filed last Court day, being expired, prays the judgment of the Court, whereupon the Court further continues the cause en délibéré.

P. G. and  
Toussaint Chêne.  
vs.  
Pat. McNiff.

Mr. Roe, for plaintiffs, appears and prays the judgment of the Court. Continued by the Court en délibéré.

Meldrum & Park  
vs.  
Thomas Smith.

Mr. Roe appeared for the defendant. Cause continued to next adjournment.

P. Durand  
vs.  
John Lipps.

Sheriff returned moneys levied by virtue of execution issued in this cause, whereupon it is ordered by the Court that the same be paid over to plaintiff in part satisfaction of his judgment.

Meldrum & Park  
vs.  
Louis Campeau.

Court adjourned to the 8th inst.

CHAS. SMYTH, *Clerk.*

WM. DUMMER POWELL, *J.C.P.*

COURT OF COMMON PLEAS, holden at L'Assomption on Thursday, the 8th day of December, 1791, according to adjournment.

Province of  
Quebec.  
District of Hesse.  
8 December, 1791.

Present: The Honourable Wm. Dummer Powell, Esquire, first Judge of said Court.

Mr. Roe, for plaintiff, filed Exhibit A. Defendant in person appeared, but failing to produce the proof as by order of last Court, as was directed, the Court considers that the plaintiff do recover from the defendant the sum of sixteen pounds four shillings and twopence currency, as by his declaration it is prayed, with costs of suit.

Gervais Hodiesne  
vs.  
Jean Louis  
Lajeunesse.

Issued fi. fa 15th November, '92. Ret. 1st Court in June next.

Debt	..	..	..	£16	4	2
Costs	..	..	..	6	8	2
				<hr/>		
				£22	12	4
Writ	..	..	..	<hr/>		
				5		

with interest from 24th Nov. last.

C. SMYTH, Clerk.

Guillaume  
St. Bernard  
vs.  
J. Roucout, on the  
opposition of  
Joseph Thibault.

Mr. Roe, for opponent, filed rule of last Court day, with return of service on plaintiff, who not appearing, the Court examined the titles on which the judgments were rendered, and not seeing any priority of mortgage, on motion of Mr. Roe, it is ordered that the moneys levied by the Sheriff be distributed as follows:—

G. St. Bernard  
vs.  
J. Roucout.

Amount levied by Sheriff	..	..	..	£28	19	10
Amount of costs included						
in execution	..	..	..	£5	6	6

Jos. Thibault  
vs.  
J. Roucout.

Amount of costs taxed ..	8	19	0		
To costs on distribution to					
opponent .. ..	3	5	6	17	11 0
	<hr/>			<hr/>	
				£11	8 10

G. St. Bernard's demand	..	£52	15	0
Int. thereon from 19th				
May, '91, to 8th Decem-				
ber following	..	..	1	16 4

				£54	11	4
Proportion is	..	..	..	£5	4	4½

Jos. Thibault's demand	..	£62	10	0
Int. thereon from 10th				
May, '91, to 8th Dec.	..	2	3	9½

				£65	1	9½
Proportion is	..	..	..	£6	4	5½
<hr/>						<hr/>
						£11 8 10

Meldrum & Park  
vs.  
Paul Campeau  
and wife on the  
opposition of  
Madame Campeau.

Mr. Roe appeared for plaintiff and stated that on the 26th day of May last this honourable Court were pleased to order "that the Sheriff proceed to the sale of the premises subject to the demand of the minor children of



Guillaume La Forest and Genevieve Fovelle de Bigras to the amount of two thousand six hundred and thirty-five livres, upon suggestion of Mr. Roe, for plaintiff, that an indefinite number of minor claimants stated in the Sheriff's notification of sale would materially affect the value of the land, and praying that a further day may be given to the plaintiff to ascertain the ages of the children of the said Genevieve Bigras and Guillaume Laforest." He accordingly now produces extracts from the registers of baptism of the Parishes of St. Anne and L'Assomption, certified by Messrs. Frichette and Dufaux, whereby it appears that Prosper and Alexis Laforest are still minors, whereupon the Court orders that the Sheriff do proceed to the sale of the premises seized, subject to the claim of the said minors being one thousand three hundred and seventeen livres ten sols.

The summons in this cause being returned by the Sheriff duly served and the declaration filed, the defendant was thrice called and not appearing, out of his default is granted to the plaintiff. He being an officer of the Court, the record is thus made and listed by

WM. DUMMER POWELL, *First Judge C.P.*

Chas. Smyth, Esq.,  
vs.  
William Groesbeck.

Mr. Roe, of counsel for plaintiff, appears and prays the judgment of the Court, whereupon the Court having maturely weighed and examined the declaration, plea, answers, and several exhibits filed by the parties respectively in this cause, it is considered that the plaintiffs do recover from the defendant, become incidentally plaintiff, the sum of fifty-five pounds two shillings and sevenpence halfpenny, New York currency, being thirty-four pounds nine shillings and one penny halfpenny currency of the province, with costs of suit, reserving nevertheless to the said incidental plaintiff such recourse as he may think proper to recover of the plaintiffs the several items of his account filed, except such as are to his credit in the account filed by plaintiffs, and the further sum of six pounds five shillings allowed by the Court to be ample compensation for his time and labour in transcribing a Book of Account as admitted by plaintiffs, and therefore deducted from their demand.

Meldrum & Park  
vs.  
Thos. Smith.

Although this cause is not of a nature subject to the ordinance which requires from the Court below assignment of the grounds of its judgment, yet for the information of the parties it is stated that by the laws of France as well as England compensation is admitted on the claim of the incidental plaintiff, as well as on a plea of set off, but the matter compensated must be of a nature as clear as the

demand. Thus against a debt by account not liquidated compensation is admitted for moneys laid out and expended for labour done and performed and generally for such clearly established as in conscience the plaintiff ought not to with-hold payment of, but such objects of compensation must be clear, obvious and proved, not to arise out of remote causes of litigation, for satisfaction of which the party must have recourse to his specific action as afforded by the law and custom.

In the present instance no part of the defendant's account is of this nature to be compensated, but the items admitted in the plaintiff's account or subtracted from the balance by the judgment of the Court—all the other objects involve matter foreign to this action of debt, and as to them the incidental plaintiff, not having adduced the legal proofs in a legal manner, is considered as non-suited and left to his proper action or actions.

P. G. and  
Toussaint Chéne  
vs.  
Pat McNiff.

Plaintiffs fyled  
return of judg-  
ment, with de-  
fendant's refusal  
to comply  
therewith.  
31st December, '91.  
C.S.

Mr. Roe, for plaintiffs, appears and prays judgment, whereupon the Court having maturely weighed the declaration, plea and answer, as well as the testimony adduced and exhibits filed in this cause, it is considered that the plaintiffs do recover of the defendant the sum of sixty-two pounds ten shillings currency with costs of suit, unless within fourteen days the defendant shall at the requisition of the plaintiffs deliver to them one hundred and eighty bushels of wheat, the produce of the seed sowed by the plaintiffs on the land leased by the defendant from Arthur McCormick.

Issued Execution on 31st December, '91. Ret. first Court in June, 1792.

Debt	..	..	..	£62	10	00
Costs	..	..	..	17	18	0
						£80 8 0
Writ	..	..	..	5	0	
Interest on £62 10 from						

C.S.  
W. D. POWELL, J.C.P.

Court adjourned to the 15th December, '91.  
C. SMYTH, Clerk.

Province of  
Quebec.  
District of Hesse.  
15 December, 1791.

COURT OF COMMON PLEAS, holden at L'Assomption, on Thursday, the 15th day of December, 1791, according to adjournment.



Mr. Smyth prays that the defence of the defendant, who does not appear upon being thrice called, may be recorded, and for his profit thereof that on Thursday next he be permitted to prove by witnesses his demand. Ordered, that this cause be tried on Thursday next.

W. D. POWELL, *J.C.P.*

Smyth  
vs.  
Groesbeck.

Parties appeared. Defendant states to the Court that he acknowledges the plaintiff's mare broke her leg on a bridge within his parish, and that at the time the accident happened he told the plaintiff not to touch the mare and that he would see him paid, but this promise was made in consideration that as sous voyer he could oblige the parties who were concerned in keeping the said bridge in good order to reimburse the price, and that it would be an hardship for him to sustain the damage complained of until the principals were prosecuted.

Cause continued.

Court adjourned to 22nd December, 1791.

CHAS. SMYTH, *Clerk.*

WM. DUMMER POWELL, *J.C.P.*

COURT OF COMMON PLEAS, holden at L'Assomption, on Thursday, the 22nd day of December, 1791, according to adjournment.

Province of  
Quebec.  
District of Hesse.  
22 December, 1791.

Present: The Honourable William Dummer Powell, Esq., first Judge of said Court.

On prayer of plaintiff, Clerk of the Court, this cause is continued for return of subpoena, the state of the river preventing the officer from making his return.

Chas. Smyth  
vs.  
Wm. Groesbeck.

W. DUMMER POWELL, *J.C.P.*

Parties appeared. Defendant acknowledges that the bridge in question was in bad repair and the plaintiff's mare broke her leg in consequence. Whereupon the Court considers that the plaintiff recover from the defendant the sum of twelve pounds with costs.

André Peltier  
vs.  
Pierre Reaume,  
et. Thimus et  
Jos. Bartiaume.

MEMO.—It appears that it is possible the Court misunderstood the report of the value of the mare, mistaking Halifax for New York currency.

W. D. P.

Dismissed.

André Peltier  
vs.  
Alexis Maisonneville.

Jean Tourn0 dit  
Jeannet et Antoine  
Meloche Marquill-  
liers d'L'Assomp-  
tion

vs.  
Etienne Meloche.

Parties appeared. Judgment for the sum of eighteen shillings et fourpence currency with costs upon confession of defendant.

Court adjourned to 26th January, 1792.

CHAS. SMYTH, *Clerk.*

WM. DUMMER POWELL, *J.C.P.*

Province of  
Quebec.  
District of Hesse.  
26 January, 1792.

COURT OF COMMON PLEAS, holden at L'Assomption for the said District, on Thursday, the 26th day of January, 1792, according to adjournment.

Present: The Honourable William Dummer Powell, Esq., first Judge of said Court.

Court met and adjourned to the 22nd day of March next, to which time all proceedings and causes in Court are continued.

CHAS. SMYTH, *Clerk.*

W. DUMMER POWELL, *J.C.P.*

NOTE.—The minutes of the Court from the 22nd day of March, 1792, until the 21st of August, 1792, are missing.

Province of Upper  
Canada.  
District of Hesse.  
21 August, 1792.

COURT OF COMMON PLEAS, holden at L'Assomption, on Tuesday, the 21st day of August, 1792.

Present: The Honourable William Dummer Powell, Esquire, first Judge of the said Court.

UNDER TEN  
POUNDS  
STERLING.  
William and David  
Robertson,  
of Detroit,  
Merchants and  
Co-partners,  
vs.  
Frederick Arnold.

Mr. Roe, Attorney for plaintiffs, appeared. Defendant appeared in person. By the Court. Judgment for the sum of three pounds, fifteen shillings and twopence, Halifax, as by Dec'r.

David Robertson,  
Attorney to  
Thos. McCrae.  
vs.  
Wm. Searl.

Mr. Roe, for plaintiff, appeared and prayed that the cause be continued. Ordered.

Mr. Roe for plaintiff.

William Robertson  
vs.  
John Clearwater.

Defendant appeared in person and acknowledged the debt as stated in the declaration. Judgment for four pounds twelve shillings and tenpence Halifax.

David Robertson,  
Attorney to  
Thos. McCrae,  
vs.  
Edward McCarty.

Defendant made default, being called three times. Mr. Roe, for plaintiff, moves the Court to continue this cause ten days. Ordered accordingly.



Defendant being called three times made default. Mr. Roe appeared and moved that this cause be continued to the 23rd inst. Ordered accordingly.

David Robertson,  
Attorney to  
Thos. McCrae,  
vs.  
William Munger.

Defendant being called three times made default. Mr. Roe, for plaintiff, moved that this cause also stand continued to the 23rd inst. Ordered accordingly.

The same  
vs.  
Samuel Hall.

Defendant being called three times did not appear. Default. Mr. Roe, for plaintiff, moves the continuation of this cause until the 23rd inst. Ordered.

The same  
vs.  
Luke Killing.

Defendant, called thrice, did not appear. Default. On motion of Mr. Roe, Attorney for plaintiffs, this cause was continued.

William and  
David Robertson  
vs.  
William Searl.

Defendant, thrice called, did not appear. Default. On motion of Mr. Roe, this cause was continued to the 23rd inst.

David Robertson,  
Attorney to  
Thos. McCrae,  
vs.  
Wm. Monforton.

Mr. Roe appeared for plaintiff.

Defendant appeared in person and made tender of the sum demanded, without costs, and alleged that he was always ready to pay the sum, but that it was never demanded, nor did he know where his note was.

David Robertson,  
Attorney to  
Thos. McCrae,  
vs.  
Frederick Arnold.

BY THE COURT. Judgment for the same, five pounds nineteen shillings and four-and-a-half pence, Halifax, without costs.

Mr. Roe for plaintiff.

Judgment for the sum of two pounds three shillings and ninepence, on confession of defendant, with the costs.

The same  
vs.  
Jno. Clearwater.

Defendant, being called three times, made default. On motion of Mr. Roe, this cause was continued to the 23rd inst.

The same  
vs.  
Ebenezer Loveless.

Mr. Roe for plaintiff. Judgment for the sum of one pounds seven shillings and sixpence, Halifax, on confession of defendant with costs.

Sarah Ainse  
vs.  
Jno. Clearwater.

The following causes, no returns being made upon the writ of summons, it is ordered, on motion of Mr. Roe for plaintiffs, that the returns of the several writs be extended to Saturday, the 25th inst.

William and  
David Robertson  
vs.  
Ignace Tuot, dit  
Duval, defendant.

The Same vs. J. B. Parré, defendant.  
 The Same vs. Julien Tavernier.  
 The Same vs. Pierre L'Hyvernois.  
 Wm. Robertson vs. Louis Bourdeginon.  
 William Robertson vs. Francois Billiet.  
 David Robertson vs. Harry Facer.  
 The Same vs. G. Hodiesne.  
 The Same vs. Joseph Roe.  
 Wm. Christie, plaintiff, vs. Pierre Cerá dt. Coquillard.  
 Sarah Aisne vs. Fran. Latour.  
 The Same vs. Jordan Avery.  
 Sarah Ainse vs. J. Bpte. Campeau.  
 James McDonell vs. Alexis Cerá dt. Coquillard.  
 James McDonell vs. John Miller.

Court adjourned to to-morrow.

CHAS. SMYTH, *Clerk.*

Province of Upper  
 Canada.  
 District of Hesse.  
 22 August, 1791.

COURT OF COMMON PLEAS, holden at L'Assomption,  
 on Wednesday, the 22nd day of August, according to  
 adjournment.

Present: The Honourable Wm. Dummer Powell,  
 Esquire, First Judge.

William and David  
 Robertson,  
 of Detroit,  
 Merchants and  
 Co-partners,  
 plaintiffs,  
 vs.  
 Isidore Chene, of  
 the same place,  
 Gentleman,  
 defendant.

Mr. Roe, for plaintiffs, appeared and filed declaration.  
 Defendant being thrice called and not appearing, on  
 motion of Mr. Roe a default is recorded against  
 defendant.

Peter Clark, late  
 of Detroit, but  
 now of Kingston,  
 Esq., plaintiff,  
 vs.  
 Jean Bte.  
 Campeau, of Gross  
 Point, Gentleman,  
 defendant.

Mr. Roe for plaintiffs appeared and filed declaration.  
 Defendant being thrice called and not appearing, de-  
 fault is recorded against defendant on motion of Mr. Roe.

Court adjourned till to-morrow at 11 o'clock.

CHAS. SMYTH, *Clerk.*

Province of Upper  
 Canada.  
 District of Hesse.  
 23 August, 1792.

COURT OF COMMON PLEAS, holden at L'Assomption,  
 on Wednesday, the 23rd day of August, 1792, according to  
 adjournment.

Present: The Honourable William Dummer Powell,  
 Esquire, First Judge.

Chas. Bellair  
 vs.  
 Andre Derome dit  
 Decarreux.

No Return. Dismissed.

David Robertson,  
 Attorney,  
 vs.  
 William Munger.

Judgment for the sum of one pound ten shillings and  
 elevenpence halfpenny, Halifax currency, with costs.



Judgment for the sum of fifteen shillings, Halifax, on confession of defendant, with costs.

David Robertson,  
Attorney,  
vs.  
Samuel Hall.

Samuel Hall being sworn to declare the truth in this cause says that the defendant delivered him the copy of the summons now filed in Court, and acknowledged the debt demanded and desired this witness to appear in Court and confess judgment.

Same plaintiff  
vs.  
Luke Killing,  
defendant.

Judgment for the sum of £2 10s. 11d., Halifax currency, with costs.

Defendant did not appear.

Plaintiff filed defendant's two notes, which were proved by the testimony of Wm. Duggan.

The same  
vs.  
William  
Monforton.

Judgment for the sum of eight pounds nine shillings and twopence, with costs.

Judgment for the sum of five pounds six shillings, Halifax currency, with costs, on testimony of Henry Botsford.

The same  
vs.  
Ebenezer Loveless.

W. DUMMER POWELL, *J.C.P.*

Court adjourned, to-morrow at 11 o'clock.

CHAS. SMYTH, *Clerk.*

COURT OF COMMON PLEAS, holden at L'Assomption, on Friday, the 24th day of August, 1792, pursuant to adjournment.

District of Hesse.  
24 August, 1792.

Present: The Honourable William Dummer Powell, Esquire, First Judge.

Court adjourned until to-morrow at eleven o'clock, there being no business before the Court for this day.

CHAS. SMYTH, *Clerk.*

WM. DUMMER POWELL, *J.C.P.*

COURT OF COMMON PLEAS, holden at L'Assomption, on Saturday, the 25th day of August, pursuant to adjournment.

Province of Upper  
Canada.  
District of Hesse.  
25 August, 1792.

Present: The Honourable William Dummer Powell, Esquire, First Judge.

Defendant, being thrice called and not appearing, default.

CAUSES UNDER  
TEN POUNDS  
STERLING.

Plaintiff appeared in person, and being sworn to testify the truth says that the amount now produced and filed in Court is just and true.

Wm. Hands  
vs.  
J. Bpt. Laberdy.

Whereupon the Court considers that the defendant pay to the plaintiff the said sum of one pound five shillings, with costs of suit, as by declaration. It is demanded.

John Askin, Jun.,  
 plaintiff,  
 vs.  
 J. Bpte. San-  
 crainte.

Mr. Roe, attorney for plaintiff, appeared and filed declaration.

Defendant being thrice called and not appearing, Mr. Roe moves for default. Ordered.

Schieffelin &  
 Askin,  
 plaintiffs,  
 vs.  
 J. Bte. San-  
 crainte,  
 defendant.

Mr. Roe, attorney for the plaintiffs, filed declaration. Defendant being thrice called and not appearing, on motion of Mr. Roe default is ordered against the defendant.

Wm. Monforton  
 vs.  
 Jos. Pernier.

Defendant appeared in person and for cause why he should not be condemned to pay the sum of the note, now filed, says that he is a layman and unlettered, that when he made his mark to the said promissory note it was not read or explained to him, and that he had no value for the same. Defendant replies that the said note was read and explained to him in presence of the subscribing witness, and that there is evidence thereof by the payments endorsed on the said note, which payment the defendant acknowledges. Cause continued en délibéré.

Wm. Monforton,  
 plaintiff,  
 vs.  
 Fran. LePine,  
 dt Berar.

Defendant appeared in person, and being duly sworn to testify the truth says that he never received sums but at two different times from the plaintiff and acknowledged in part the plaintiff's account. Court considered that he be condemned to pay the sum of fifty-four livres five sols, with costs of suit.

The same plaintiff  
 vs.  
 J. Bte. Fagnon,  
 defendant.

Continued on consent of plaintiff until next adjournment, the plaintiff being lame and unable to attend the Court.

James McDonell,  
 plaintiff,  
 vs.  
 John Miller,  
 defendant.

Defendant being thrice called and not appearing, default.

Mr. Roe, for plaintiff, produced a witness in this cause, who being duly sworn to declare the truth says he was present when plaintiff presented the account now filed, who paid him something on account and promised to pay the balance at a future time. Judgment for the sum of £2 4s. 11d. with costs.

The same  
 vs.  
 Alexis Cera dt.  
 Coquillard,  
 defendant.

Hugh Heward, being sworn to declare the truth in this cause, says that the defendant acknowledged the debt and at the same time delivered him copy of the summons authorising him to appear in Court and confess judgment.

Judgment for the sum of four pounds thirteen shillings and three halfpence, Halifax, with costs.



Defendant thrice called but did not appear.

Mr. Roe, for the plaintiff, filed promissory note and produced Wm. Duggan, who being duly sworn says he saw the defendant make his mark to the said note after it was read to him.

Sarah Ainse,  
plaintiff,  
vs.  
Fran. Latour,  
defendant.

Judgment for the sum of one pound seventeen shillings and sixpence, Halifax, with costs.

Defendant, thrice called, did not appear.

Mr. Roe, for plaintiff, filed promissory note and produced William Duggan, who being duly sworn says he was present and saw the defendant subscribe his name to the said note. Judgment for two pounds eighteen shillings and fourpence, Halifax, with costs.

The same plaintiff  
vs.  
Jordan Avery.

Defendant, thrice called, did not appear.

Mr. Roe filed defendant's promissory note and produced William Duggan, who being sworn, says he was present and saw the defendant subscribe his name to the said note.

The same plaintiff  
vs.  
J. Bte. Campeau.

Judgment for two pounds nineteen shillings and ninepence, Halifax, with costs.

Pd. Execution 13th August, 1793, note two months.

Debt .....	£2 19 9
Costs .....	1 9
Writ .....	1 0
	<hr/>
	£4 1 6
Bailiff .....	4 0

Defendant being called and not appearing. Default.

Mr. Roe produced Wm. Duggan, who being duly sworn, says that the defendant acknowledged the debt demanded in his presence to be due for three quarters rent of a house from Mr. McCrae.

David Robertson,  
Attorney to  
Thos. McCrae,  
plaintiff,  
vs.  
Jos. Roe,  
defendant.

Judgment for the sum of nine pounds seven shillings and sixpence, Halifax, with costs.

Defendant being called and not appearing. Default.

Mr. Roe, for plaintiffs, produced Charles Moran, who being duly sworn declares that he was present and saw the defendant subscribe his mark to his promissory note now filed after it was read and explained.

Wm. and David  
Robertson  
vs.  
Ignace Tuat,  
dt. Duval.

Judgment for the sum of three pounds seventeen shillings and sixpence, Halifax, with costs, including five shillings for the witness.

Wm. and David  
Robertson  
vs.  
J. Bte. Parré,  
defendant.

Defendant appears in person and acknowledged the sum demanded by the declaration.

Judgment for the sum of four pounds eight shillings and ninepence, with costs, including five shillings to witness who was present in Court on subpoena.

David Robertson,  
Attorney to  
Thos. McCrae,  
plaintiff,  
vs.  
Gervais Hodiesne,  
defendant.

Defendant appeared in person.

Judgment on confession of defendant for the sum of three pounds seven shillings and ninepence, Halifax, with costs, including five shillings to a witness who was present in Court on subpoena.

Wm. Robertson,  
plaintiff,  
vs.  
Louis Bour-  
deginon.

Judgment on confession of defendant for the sum of four pounds and twopence halfpenny, Halifax, with costs.

The same plaintiff  
vs.  
Fran. Billiet,  
defendant.

Judgment on confession of defendant for the sum of two pounds six shillings and eightpence halfpenny, with costs of suit.

Wm. Christie,  
plaintiff,  
vs.  
Pierre Cera dt.  
Coquillard.

Defendant appeared in person and acknowledged the promissory note now filed, but pleads a set-off against the said note of nine pounds thirteen shillings and ninepence, Halifax, not endorsed thereon.

Cause continued until next adjournment.

Wm. and David  
Robertson  
vs.  
Julien Tavernois.

Mr. Heward appeared, and being sworn to testify the truth says that the defendant acknowledged the demand to be just and true in his presence.

Judgment for the sum of eight shillings and eightpence, Halifax, with costs.

David Robertson,  
Attorney to  
Thos. McCrae,  
plaintiff,  
vs.  
Harry Facer,  
defendant.

Defendant being thrice called and not appearing. Default.

Mr. Roe for plaintiff produced William Duggan, who being duly sworn to testify the truth in this cause, declares that the name of Harry Facer, subscribed to a promissory note now filed in Court, is to the best of his knowledge and belief the proper handwriting of the said Harry Facer, that he is acquainted with the handwriting of Wm. Patterson, and that the subscription "Wm. Patterson," as witness to the said note is of the proper handwriting of the said witness, and that he is out of the jurisdiction of this Court.

Judgment for the sum of three pounds three shillings and fivepence, Halifax, with costs of suit.



Court adjourned until Monday next at 11 o'clock.

CHAS. SMYTH, *Clerk*.

WM. DUMMER POWELL, *J.C.P.*

COURT OF COMMON PLEAS, holden at L'Assomption, this Monday, twenty-seventh of August, 1792, pursuing to adjournment.

District of Hesse.  
27 August, 1792.

Present: William Dummer Powell, Esquire, First Judge of the said Court.

William Monforton, Gentleman, in the absence of Charles Smyth, the Clerk of the said Court, being sworn fourth of July to perform the duty of Clerk député for this term before

WM. DUMMER POWELL, *J.C.P.*

Mr. Roe, for the plaintiff, filed declaration, and the defendant being thrice called and not appearing, default was rendered against him.

William Macomb  
vs.  
William Grosbeck.

Mr. Roe, for the plaintiff, filed declaration, and the defendant appears in his proper person.

James May  
vs.  
John Williams.  
J.C.M.

The declaration being read, the defendant for answer pleads verbally that about the time mentioned in the said declaration he, the defendant, being commanded by a superior officer, himself being a mate of one of his Majesty's vessels at Detroit, to receive an anker said to be the King's, which Mr. Thomas Reynolds, assistant commissary at Detroit, would show to him, he, the defendant, with the party of seamen went to a courtyard in Detroit which he since learned belonged to Mr. May's house, and that from thence he took away an iron anker as described in the said declaration. The said Thomas Reynolds pointed out to the defendant as the anker he was sent for, that there was no opposition made to his taking the anker, which the defendant carried to the King's yard, where he left it in charge of naval store-keeper.

The Court ordered the plaintiff to prove his damages on Wednesday next.

The defendant being thrice called and not appearing to sustain the set-off pleaded on admission of his note for balance of which this suit was brought, it is considered by the Court that the defendant pay to the plaintiff the sum of nine pounds one and tenpence, New York currency, equal to five pounds thirteen shillings and sevenpence, one halfpenny currency of the Province, with costs.

William Christy  
vs.  
Pierre Cera de  
Coquillard.

Paid ex. 13th August, 1793.

Debt .....	£5 13 7½
Costs .....	15 8
Ex'n. ....	1 0

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£6 10 3½

Bailiff ..... 4 0

Note in two months.

Pierre Chene  
vs.  
Patrick McNiff.

The defendant being thrice called and not appearing his default is recorded, and it is ordered that this cause come on to be heard on Wednesday next.

Toussain Chene  
vs.  
Patrick McNiff.

The defendant being thrice called and not appearing, his default his recorded, and it is ordered that this cause come on to be heard on Wednesday next.

William Hands  
vs.  
John Bte.  
Campeau.

Mr. Roe, for the plaintiff, filed sheriff's return of nulla bona on writ of fieri facias issued the twentieth day of October last, and prays that inasmuch as the defendant has property within the said Sheriff's jurisdiction that a writ and alias of fieri facias be awarded against him. The Court ordered the same accordingly.

Issued al.f.fa. 16th July, 1793. Note in six months.

Debt .....	£20 5 10
Costs .....	6 8 2

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£26 14 0

Sub-costs ..... 13 6

Writ ..... 5 0

with interest on £20 5s. 10d. from 5th of April, 1786, until paid.

CHAS. SMYTH.

Adjourned to to-morrow at 11 o'clock before noon.

WILLIAM MONFORTON, *Acting Clerk.*

WILLIAM DUMMER POWELL, *J.C.P.*

District of Hesse.  
28 August, 1792.

COURT OF COMMON PLEAS, held at L'Assomption, in the District of Hesse, this twenty-eighth day of August, according to the adjournment.

Present: William Dummer Powell, Esquire, First Judge.

The Court stands adjourned until to-morrow, the twenty-ninth instant, at 11 o'clock before noon.

WM. DUMMER POWELL, *J.C.P.*

District of Hesse.  
29 August, 1792.

COURT OF COMMON PLEAS, held at L'Assomption, this Wednesday, twenty-ninth of August, 1792, pursuing to adjournment.



Present: William Dummer Powell, first Judge of the said Court.

Continued at the prayer of the plaintiff until to-morrow upon the suggestion that the witnesses could not cross the river.

William and David  
Robertson  
vs.  
Isidore Chene.

Continued for the same reason until to-morrow.

James May  
vs.  
John Williams.

Mr. Wm. Monforton being duly sworn declared that he saw the defendant subscribe the bond and obligation now filed in this cause bearing date the 16th Sept., 1786.

Peter Clerk  
vs.  
John Bte.  
Campeau.

WILLIAM MONFORTON.

Sworn in Court.  
W.D.P.

Judgment for the sum of nineteen pounds eleven shillings and one penny, Halifax currency, with the interest on the principal sum of twenty-one pounds thirteen shillings, New York currency, from the twentieth of August until paid, and cost of suit.

Continued by consent of the parties until to-morrow.

Toussaint Chene  
vs.  
Patrick McNiff.

Continued by consent of the parties until to-morrow.

Pierre Chene  
vs.  
Patrick McNiff.

WILLIAM MONFORTON, *Acting Clerk.*

WILLIAM DUMMER POWELL.

COURT OF COMMON PLEAS, holding at L'Assomption, this Tuesday, thirtieth day of August, 1792.

District of Hesse.  
30 August, 1792.

Present: William Dummer Powell, first Judge of the said Court.

In the absence of Charles Smyth, Clerk, occasioned by indisposition, William Monforton, gentleman, was sworn faithfully to perform the function of Clerk Deputy for this term.

W.D.P., *F.J.C.P.*

Judgment for the sum of eleven pounds eight shillings and tenpence with costs.

William and David  
Robertson  
vs.  
Isidore Chene.

Issued fi.-fa. 15th Nov., '92. Ret. 1st Court in June next.

Debt ..... £11 8 10

Costs ..... 6 12 6

£18 1 2

Writ ..... 5 0

With interest from 20th August, '92.

C. SMYTH, *Clerk.*

James May  
vs  
John Williams.

Francois Golin ayant preté serment dit que dans le mois d'avril, 1791, etant au service de Mr. James May il aidé a tirer de la rivière un ancre pesant à peu près au mieux de sa connaissance trois cent trente Livres qu'il a aidé à placer dans la cour de Mr. May d'où il a été tiré par le défendeur a ce qu'il a oui dire a son bourgeois que dans ce temps la le demandeur n'y avoit pas d'autre ancre.

sa  
Francois X Golin.  
marque.

Hugh Heward being sworn says he has knowledge that the usual price of iron wrott into ankor is at Detroit four shillings York currency per pound, and that he has knowledge that in cases where ankors are lent it is being usual stipulate for payment of three shillings per pound if lost or not returned.

HUGH HEWARD.

Issued fi.fa. 15th March, '93, ret. first Court in Sept. next.

Debt .....	£20	0	0
Costs .....	6	8	2
	<hr/>		
	£26	8	2
Writ .....	5	0	
Int. from 30th Aug. last.			

C. SMYTH.

This action is in the nature of an action of trespass in the English jurisprudence, with this difference, that in that action damages only are recovered. In this the laws of Quebec admit the alternative on one suit. Both cover equity and resist the pretention of any subject to become a judge in his own house. The laws of Quebec, founded on those of Rome, resist such an idea so strongly that the question of right cannot be heard until the voye le fait act of the party or natural trespass be fully repaired, by putting things *in statu quo* or subjecting the defendant to proportionate fine *ne vi juris quo natu quum de jure Domini sine possessionis*, and the thing is not exempt from this rule in the present instance. The fact is admitted the right of property and possession is not traversed. The Court has nothing to do but pronounce the judgment of law, which if the plaintiff had so required would be simply the restoration of the anker to the place it was taken from, but as the pleadings stand the Court considers that the defendant do in fourteen days restore the anker to the plain-



tiff, or, failing so to do, do pay to the plaintiff his damage to the amount of twenty pounds, Halifax currency, with the costs.

Judgment for four pounds five shillings and sixpence, New York Currency, with costs.

Toussaint Chene  
vs.  
Patrick McNiff.

Judgment for three pounds fifteen shillings and sixpence, Halifax currency, with costs.

Pierre Chene  
vs.  
Patrick McNiff.

WILLIAM MONFORTON, *Acting Clerk.*

WM. DUMMER POWELL, *J.C.P.*

COURT OF COMMON PLEAS, holden at L'Assomption, for this District, District of Hesse, this thirteenth day of August, by adjournment.

District of Hesse.  
30 August, 1792.

Present: William Dummer Powell, first Judge.

William Monforton swore faithfully to perform the functions of Clerk député in the absence of Charles Smyth, indisposed.

W. D. P.

COURT OF COMMON PLEAS, holden at L'Assomption, this Friday, 31st day of August, 1792.

District of Hesse.  
31 August, 1792.

Present: William Dummer Powell, first Judge of the said Court.

The parties appearing, the cause is continued by consent.

James Turner  
vs.  
James May.

WILLIAM MONFORTON, *Acting Clerk.*

The Court having received the testimony of Joseph Pouget as to the subscription of the note which proves the agent of the defendant, the Court considers that the plaintiff do recover of the defendant the sum of ten pounds, Quebec currency, with costs of suit.

Wm. Monforton,  
plaintiff,  
vs.  
Jean Bpte.  
Faineaul,  
defendant.

Judgment on his note confessed for nine pounds seven shillings and eightpence, currency of the Province, with costs.

William  
Monforton  
vs.  
Joseph Perrier dit  
Vadboncouer.

W. D. POWELL.

Adjourned to Saturday, 11 o'clock.

COURT OF COMMON PLEAS, holden this first of September.

District of Hesse.  
1 September, 1792.

Present: William Dummer Powell, first Judge of the said Court.

William Monforton sworn faithfully to perform the functions of Clerk Deputé *pro Jure vice.*

W. D. P.

William and David  
Robertson  
vs.  
Edward McCarty

Upon the note bearing date the twenty-first August, 1790, now filed and proved by William Duggan, the Court considers that the plaintiff do recover from the defendant the sum of two pounds eight shillings and one penny half-penny, Halifax currency, with costs.

John Askin,  
Senior,  
vs.  
Jean Bpte.  
Sanscrainte.

The defendant being called and not appearing, the plaintiff prays that his default may be recorded, and for his profit therein suggesting to the Court that the defendant was an Indian trader in the service of the plaintiff, and being by him intrusted with merchandise for traffic did convert to his own use sundry articles as per account filed, the several items of which the defendant acknowledged to the plaintiff at divers times and required of him to charge the amount thereof to his debit, by means whereof the plaintiff is utterly deprived of any legal testimony to entitle him to his just advantage from the default of the defendant to appear to answer this suit, but by referring his said demand to the decisive oath of the defendant agreeable to the law and usage of the custom of Paris, prays that a writ be made on the defendant to appear in his proper person before this Court on Tuesday, the fourth inst., at nine of the clock before noon, to purge himself by his decisive oath from the demand of the plaintiff, failing which the said account filed shall be taken and held to be confessed and acknowledged.

Court granted and ordered that the same be served on the person of defendant.

Shieffeling and  
Askin  
vs.  
Jean Bpte. Sans-  
crainte.

The defendant, being thrice called and not appearing, the plaintiffs pray his default may be recorded and for their profit, therein suggesting to the Court that the defendant was an Indian trader in the service of the plaintiffs, and being by them intrusted with merchandise for traffic, did convert to his own use sundry articles as per account filed, the several items of which the defendant acknowledged to the plaintiffs at divers times and required of them to charge the amount thereof to his debit, by means whereof the plaintiffs are utterly deprived of any legal testimony to entitle them to their just advantage from the default of the defendant to appear to answer this suit, but by referring their said demand to the decisive oath of the defendant agreeable to the law and usage of the custom of Paris, pray that a writ be made on the defendant to appear in his proper person before this Court, Tuesday, the fourth inst., at nine of the clock before noon, to purge himself by his decisive oath from the demand of the plaintiffs, failing which the said account filed shall be taken and held to be confessed and acknowledged.



Court grant and order that the same be served on the person of the defendant.

Adjourned to 3rd day of September.

WILLIAM MONFORTON, *Acting Clerk.*

COURT OF COMMON PLEAS, held at L'Assomption, in this District, this third day of September, 1792.

District of Hesse.  
3 September, 1792.

Present: William Dummer Powell, first Judge of said Court.

Mr. Roe, for the plaintiff, filed return of fieri facias, the defendant being thrice called and not appearing, it is ordered that a verdict of fieri facias do issue for satisfaction, so being of record, together with the costs accruing on the present application.

George Leith and  
William Thorn.

Action dismissed.

James Turner and  
James May.

The defendant being thrice called and not appearing the default is recorded.

William Macomb  
and William  
Grossbeck.

Adjourned for to-morrow at nine of the clock.

COURT OF COMMON PLEAS, held at L'Assomption, in this District, this fourth day of September.

Province of  
Quebec.  
District of Hesse.  
4 September, 1792.

Present: William Dummer Powell, first Judge of said Court.

The defendant being thrice called and not appearing, agreeable to the return of the account now filed and proved to have been served upon him, this cause is continued to to-morrow.

Jonathan  
Shieffeling and  
John Askin, Jr.,  
vs.  
Jean Bte. Sans-  
crainte.

WILLIAM MONFORTON, *Acting Clerk.*

The same rule.

John Askin,  
Junior,  
vs.  
Jean Bte. Sans-  
crainte.

Adjourned for to-morrow.

COURT OF COMMON PLEAS, held at L'Assomption, in this District, this 5th of September, 1792.

District of Hesse.  
5 September, 1792.

Present: William Dummer Powell, first Judge of said Court.

Louis Géniez ayant preté serment sur les St. Evangilles declare qu'il ce trouva dans la maison de Mr. Jean Askin avec le defendeur Jean Bapt. Sancrainte et Mr. Roe, c'avocas, qui presenta au dit Sancrainte deux comptes, avec les defendeur sexpliquant que cetoit les comptes de Mr.

John Askin,  
Junior,  
vs.  
Jean Bte. Sans-  
crainte.

Jean Askin et de la Société de Jean Askin et Shiefeling que Mr. Roe en presence du dit temoin en fit la lecture article par article et demanda au defendeur s'il y trouvoit quelque erreur il repondit que non excepté l'omission d'une meule qu'il disoit avoir fourni que la dessus Mr. Roe lui dit qu'il fallait passer de l'autre bord pour reconnaitre les dits comptes devans la Cour ce que le def'dr. refusa disant pour raison pour quoi voules vous que j'y aille vu que je ne vie pas ce que je dois.

LOUIS GÉNIEZ.

Mr. Roe, being sworn, says that the account filed in Court upon which the declaration in this cause is grounded is the only account which the witness presented to the defendant from John Askin, Junior, in presence of Louis Genie.

W. ROE.

Judgment for the amount of twenty-eight pounds nineteen shillings and eightpence one halfpenny, Halifax currency, with costs.

Shieffeling and  
Askin  
vs.  
Jean Bte. San-  
crainte.

Louis Geniez ayant preté serment sur les Sts. Evangelles declare qu'il se trouva dans la maison de M. Jean Askin avec le defendeur Jean Bapt. Sancraint et Mr. Roe e'avocat qui presenta au dit Jean B't. Sancraint deux compts avec le defendeur sexpliquant que cetoit les compts de Mr. Jean Askin et de la société de Jean Askin et Shieffling que Mr. Roe en presence du dit temoin en fit la lecture article par article et demanda au defendeur s'il y trouvoit, quelque erreur il repondit que non excepté l'omission d'une meule qu'il disoit avoir fourni que la dessus Mr. Roe lui dit qu'il falloit passer de lautre bord pour reconnaitre les dits compts devant la cour ce que le def'dr. refuse disant pour raison pour quoi voulés vous que j'y aille vu que je ne nie pas Ce je dois.

LOUIS GÉNIEZ.

Mr. Roe, being sworn, says that the account filed in Court upon which the declaration in this cause is grounded is the only account which the witness has presented to the defendant from the plaintiffs in presence of Louis Genie.

W. ROE.

Judgment for the sum of seventy-nine pounds sixteen shillings and one penny, equal to forty-nine pounds seventeen shillings and sixpence halfpenny of lawful money of



the late Province of Quebec, with interest and costs of suit.

WILLIAM MONFORTON, *Acting Clerk.*

NOTE: The Minutes of the Court from the 5th September, 1792, to the 12th of September, 1793, are missing.

## SEPTEMBER TERM.

33rd Geo. III.

COURT OF COMMON PLEAS, holden at the house of Alexis Maisenville, Esq., in the Parish of L'Assomption, in the Western District and Province of Upper Canada, this twelfth day of September, in the year of our Lord one thousand seven hundred and ninety-three.

WESTERN  
DISTRICT.  
12 September, 1793.

Present: William Dummer Powell, first Judge of said Court.

Read the Commission of the first Judge with the third clause of the third chapter of the twenty-ninth of George the Third, and the fourth and fifth clauses of the eighth chapter of the thirty-second George the Third.

### OPENED THE COURT.

Mr. Roe, attorney for the plaintiffs, filed the declaration and summons returned by the Sheriff in this cause, when the defendant being thrice called and not appearing it is ordered that his default be recorded accordingly.

Shieffelin and  
Askin  
vs.  
Joseph Guidet.

Mr. Roe, attorney for the plaintiff, filed the declaration and summons returned by the Sheriff in this cause, when the defendant being thrice called and not appearing it is ordered that his default be recorded accordingly.

John McGregor  
vs.  
François dit  
Prosper Tibaut.

Mr. Roe filed the declaration and summons returned by the Sheriff in this cause and the defendant appears in person and confesses the debt and the plaintiff's demand is just, upon which voluntary confession it is considered that the plaintiff do recover from the defendant the said sum, being three pounds sixteen shillings and threepence, current money of the Province, with costs.

John Askin,  
Junior,  
vs.  
Jacob Young.

Mr. Roe, attorney for the plaintiff, filed the declaration and summons returned by the Sheriff in this cause, when the defendant being thrice called and not appearing it is ordered that his default be recorded accordingly.

John McGregor  
vs.  
James Urquhart.

George Meldrum  
and Park  
vs.  
George Johns.

Mr. Roe, attorney for the plaintiffs, filed the declaration and summons returned by the Sheriff on this cause, when the defendant being thrice called and not appearing it is ordered his default be recorded accordingly.

Shieffeling &  
Askin  
vs.  
Jean Baptiste  
Sanscrainte.

The Sheriff returned a writ of fieri facias issued in this cause, with the opposition of Chas. Chene annexed. Mr. Roe, attorney for the plaintiff, in default of the opponent's appearance moved that said Charles Chene be ordered to appear in this Court on the last day of the present term to show cause why the Sheriff should not proceed to the sale of the property seized under the said writ of execution towards satisfaction of the judgment obtained by the plaintiff. Ordered accordingly.

William Macomb  
vs.  
William Groesbeck.

In consequence of a commission in the nature of a commission rogatoire issued from this Court the tenth day of September last requiring Daniel Campbell, John Robertson and John Stevenson, of Schenectady, in the United States, Esquires, to take the answers of Mathew Lound, of said Schenectady, to certain interrogatories thereto annexed, the said answers so taken by the said Commissioners were this day returned under their seals into this Court. Whereupon Mr. Roe, attorney for the plaintiff, moved that the said answers be filed among the records and taken as legal testimony in this cause.

By the Court: The rogatoire commission having issued by virtue of an express clause in an ordinance of the late Province of Quebec, virtually reappealed by the fifth Clause of the first Chapter of the first statutes of Upper Canada and the which statute the proceedings of this Court are now directed, Mr. Roe can take nothing by his motion.

Court of Common Pleas adjourned to the sixteenth day of September, one thousand seven hundred and ninety-three.

WILLIAM MONFORTON, *Acting Clerk.*

Rules of Practice ordered by the Honourable William D. Powell, first Judge of His Majesty's Court of Common Pleas for the Western District, to be entered in the minutes of the said Court.

That there be four return days each term, the first, fourth, eighth inclusive and last day of the Term.

That all pleas be filed on the third day after the Return, Registration on the third day after the plea, and that three days' notice be given of trial.



That in default of plea being filed on the third day a peremptory rule be had to file plea in the Clerk's office within twenty-four hours after service of such rule, and the same to extend to registration.

That all notices and service of peremptory rules be made at the Clerk of the Court's office.

COURT OF COMMON PLEAS, holden at L'Assomption, the sixteenth day of September, one thousand seven hundred and ninety-three.

WESTERN  
DISTRICT,  
16 September, 1793.

Present: The Honourable William D. Powell, first Judge of said Court.

Mr. Roe, for the plaintiff, filed the declaration and summons returned by the Sheriff in this cause, when the defendant being thrice called and not appearing it is ordered his default be recorded accordingly.

Angus McIntosh  
vs.  
Bernard Campau.

Mr. Roe, for the plaintiff, filed the declaration returned by the Sheriff, the defendant appeared in person when Mr. Roe prayed the Court to amend the declaration.

Angus McIntosh  
vs.  
Philipp Belanger.

Mr. Roe, for the plaintiff, filed the declaration. The defendant appeared in person, whereupon prior to any plea being filed in this cause, Mr. Roe prayed leave to amend his declaration so that in his present conclusions the same may stand amended for a sum of three hundred and sixty-one pounds, eighteen shillings and twopence and halfpenny, currency of the Province.

William Macomb  
vs.  
William Forsyth.

Ordered accordingly; whereupon the defendant appearing and acknowledged to be indebted by the deed now filed and sealed by him in a sum of two hundred and sixty-four pounds, eighteen shillings, twopence, halfpenny currency of the Province, with interest to be computed from the thirteenth day of May last, on which confession and motion of the plaintiff the Court order that judgment be recorded accordingly.

By the Court fi-fa ap'd 1st Jan., '94. Note in six months.

Debt .....	£261	18	21½
Costs .....	8	14	6
	<hr/>		
	£270	12	81½
Writ . . . . .	5	0	

With interest from the 13th May, 1793, until paid.

C. S.

Mr. Roe, for the plaintiff, filed the declaration. The defendant appears in person and acknowledged to be in-

Jr. McGregor  
vs.  
Joseph Pouget.

debted to the plaintiff in the sum of two hundred pounds, nine shillings, ninepence halfpenny currency of this Province, it is considered by the Court that the plaintiff do recover from the defendant the said sum with interest and cost.

WESTERN  
DISTRICT  
19 September, 1793.

COURT OF COMMON PLEAS, holden at L'Assomption, the nineteenth of September, one thousand seven hundred and ninety-three.

Present: The Honourable William D. Powell, first Judge of said Court.

George McDougall  
vs.  
Jacques Chauvin.

Mr. Roe, attorney for the plaintiff, filed the declaration and summons returned by the Sheriff, when the defendant being thrice called and not appearing, it is ordered that his default be recorded accordingly.

George McDougall  
vs.  
Louis Burlieu.

Mr. Roe, attorney for the plaintiff, filed the declaration and summons returned by the Sheriff, when the defendant being thrice called and not appearing, it is ordered that his default be recorded accordingly.

John McGregor  
vs.  
James Urquhart.

Mr. Roe, attorney for the plaintiff, moved that the defendant be called and on his default of the twelfth instant, when the defendant being again thrice called and not appearing it is ordered that this second default be recorded accordingly, whereupon Mr. Roe, for the plaintiff, prayed for judgment and that a writ of inquiry do issue to the Sheriff to ascertain the damages sustained by the plaintiff in this suit.

By the Court.

Granted. Returnable the last day of the term.

Meldrum & Park  
vs.  
George Johns.

Mr. Roe, attorney for the plaintiff, moved that the defendant be called on his default of the twelfth instant, when the defendant being again thrice called and not appearing it is ordered that this second default be recorded accordingly, whereupon Mr. Roe for the plaintiff prayed for judgment and that a writ of inquiry do issue to the Sheriff to ascertain the damages sustained by the plaintiff in this suit.

Granted by the Court.

Schiefelin & Askin  
vs.  
Joseph Gaudet.

Continued to Monday next by consent of parties.

WESTERN  
DISTRICT,  
23 September, 1793.

COURT OF COMMON PLEAS, holden at L'Assomption, this twenty-third of September, 1793.

Present: The Honourable William D. Powell, first Judge of said Court.



Mr. Roe, attorney for the plaintiff, filed the declaration and summons returned by the Sheriff when the defendants being thrice called and not appearing it is ordered that their default be recorded accordingly.

James Allen  
vs.  
George Jacob and  
Alexis Labute.

The defendant having appeared in person according to the rule of the last Court day and there asked what he hath to say why judgment should not be entered against him agreeable to the plaintiffs and acknowledges the debt of twenty-nine pounds twelve shillings, New York currency, to be justly due to the plaintiffs as testified by his note, dated at Detroit the twentieth day of July, 1790, filed in this cause and shown to him, wherefore it is considered that the plaintiffs do recover of defendant, the said sum being of the money of the Province, eighteen pounds, ten shillings, together with the costs to be taxed.

Jonathan  
Shieffelin  
and John Askin  
vs.  
Joseph Gaudet.

Mr. Roe, for the plaintiff, informed the Court that on the nineteenth instant a writ of inquiry issued on this cause and prays the same may be superseded, and that the confession of the debt by the defendant now present in Court be recorded.

John McGregor  
vs.  
James Urquard.

By the Court: Ordered. Whereupon the said James Urquard came in person in the Court and his note bearing date the fifteenth November, 1788, promising to pay to the plaintiff or order one hundred and fifty-four pounds, eighteen shillings, being exhibited to him he acknowledges the same to having been written and subscribed by him confessing the said debt to be justly due and releasing all errors in the proceedings in this cause, whereupon it is considered that the plaintiff do recover from the defendant the said sum and with costs to be taxed.

The defendant having filed his plea in the office, and the plaintiff by his attorney having replied praying the issue now raised might be inquired of when the defendant did the like, whereupon it is ordered that a venire do issue returnable on the first day of the ensuing term.

Angus McIntosh  
vs.  
Philipp Belanger.

COURT OF COMMON PLEAS, holden at L'Assomption, this 26th of September, 1793.

WESTERN  
DISTRICT,  
26 September, 1793.

Present: The Honourable W. D. Powell, first Judge of said Court.

Mr. Roe, attorney for the plaintiff, moved that the defendant be called on his default of the nineteenth instant, when the defendant being again thrice called and not appearing, it is ordered that this second default be recorded accordingly, whereupon Mr. Roe, for the plaintiff, prayed

George McDugall  
vs.  
Jacques Chauvin.

for judgment and that a writ of inquiry do issue to the Sheriff to ascertain the damages sustained by the plaintiff in this suit, returnable the 30th instant.

By Court: Granted.

George McDugall  
vs.  
Louis Beaulieu.

Mr. Roe, attorney for the plaintiff, moved that the defendant being called on his default of the nineteenth instant, when the defendant being again thrice called and not appearing, it is ordered that this second default be recorded accordingly, whereupon Mr. Roe, for the plaintiff, prayed for judgment and that a writ of inquiry do issue to the Sheriff to ascertain the damages sustained by the plaintiff in this suit, returnable the 30th instant.

By the Court: Granted.

WESTERN  
DISTRICT,  
30 September, 1793.

COURT OF COMMON PLEAS, holden at L'Assomption, this 30th day of September, 1793.

Present: The Honourable W. D. Powell, first Judge of said Court.

Meldrum & Park  
vs.  
George Johns.

The Sheriff returned the writ of inquiry with an injunction annexed.

By the Court: It is therefore considered that the plaintiffs recover from the defendant damages by the said jury, assessed to the amount of eleven pounds, sixteen shillings and threepence, currency of the Province, with their costs, to be taxed.

Fi-fa paid 14th Nov., '93.	Net.	April.
Debt .....	£11 16	3
Costs .....	7 16	5
		<hr/>
		£19 12 8
Writ .....		5 0

Interest from Nov.

C. SMYTH.

George McDugall  
vs.  
Jacques Chauvin.

The Sheriff returned the writ of inquiry with an injunction annexed.

By the Court: It is considered that the plaintiff recover from the defendant damages by the jury assessed to the amount of fourteen pounds, five shillings and sixpence halfpenny, currency of the Province, with his costs, to be taxed.



Fi-fa issued 14th Nov., '93. Ret. April.

Debt ..... £14 5 6½

Costs ..... 7 16 5

£22 1 11½

5 0

Writ .....

Interest from day of judgment.

C. SMYTH, *Clerk.*

The Sheriff returned the writ of inquiry with an injunction annexed.

George McDugall  
vs.  
Louis Beaulieu.

By the Court: It is considered that the plaintiff recover from the defendant damages by the jury assessed to the amount of four pounds, eighteen shillings and sevenpence, currency of the Province, with his costs, to be taxed.

Fi-fa issued 14th Nov., '93. Ret. in April.

Debt ..... £4 18 7

Costs ..... 7 16 5

£12 15 0

Writ ..... 5 0

With interest from date of judgment.

C. S.

George Jacob, one of the defendants, appeared in person and prayed that the default entered against him on the 23rd instant might be taken off so as to plead to the action.

James Allan  
vs.  
George Jacob and  
Alexis Labute.

By the Court: Ordered.

Mr. Jacob filed his plea and acknowledged the seal to the bond now produced.

The other defendant, Alexis Labute, being thrice called and not appearing, it is ordered that his default be recorded accordingly, whereupon Mr. Roe, attorney for the plaintiff, prayed that a writ of inquiry do issue to Sheriff to ascertain the damages sustained by the plaintiff in this suit.

By the Court: The Court will advise.

Upon the Sheriff's return on the writ of execution filed in this cause, the Court considers that the return day of the said writ be extended for three months, and that the same writ be delivered to the Sheriff.

Shieffelin and  
Askin  
vs.  
Jean Bpt. San-  
crainte.

The Court adjourned to the 1st January next ensuing.

## JANUARY TERM.

34th Geo. III.

WESTERN  
DISTRICT,  
1 January, 1794.

COURT OF COMMON PLEAS, holden at L'Assomption,  
on Wednesday, the first day of January, 1794.

Present, the Honourable William Dummer Powell,  
Esq., first Judge of said Court.

Wm. Forsyth  
vs.  
Mathew Elliott.  
Ex. a.

Sheriff returned writ of summons and defendant being  
called, David Cowan appeared and filed defendant's letter  
of attorney, and on motion cause stands over until the  
regular time for pleading.

Angus McIntosh  
vs.  
Israel Ruland.

Sheriff returned writ of summons and defendant  
being thrice called and not appearing, on motion of Mr.  
Roe, counsel for the plaintiff, default is recorded against  
the defendant and eight days is allowed for defendant's  
appearance.

Schieffelin and  
Askin  
vs.  
John Askin, Esq.

Sheriff returned writ of summons and defendant being  
thrice called and not appearing, on motion of Mr. Roe,  
counsel for the plaintiff, default is recorded against the  
defendant and eight days allowed for his appearance.

Jonathan  
Schieffelin  
vs.  
John Askin, Esq.

Sheriff returned writ of summons and defendant being  
thrice called and not appearing, on motion of Mr. Roe,  
counsel for the plaintiff, default is recorded against the  
defendant and eight days allowed for his appearance.

John Bte. L'Arch  
vs.  
Gabriel Hanault.

Sheriff returned *capias ad res*, and on motion of Mr.  
Roe, it is ordered that the Sheriff do bring up the body of  
the defendant in three days.

Herman Eberts  
vs.  
Jean Guilbeau.

Affidavits above  
ten pounds  
sterling.

Sheriff returned *capias ad res*, whereupon personally  
appearing in Court, the Honourable Jacques Baby,  
Esquire, and Francois Baby, Esquire, both of Detroit, and  
acknowledged themselves to owe unto the plaintiff, Her-  
man Eberts, the sum of twenty-four pounds, fifteen shil-  
lings, currency of the province, jointly and severally on  
condition that the defendant shall pay the costs and con-  
demnation awarded by the Court unto the plaintiff, or  
that he shall surrender himself a prisoner, or that they  
will pay it for him.

Acknowledged before me,

WM. DUMMER POWELL.



The defendant being called appeared by his attorney, the Honourable Jacques Baby, who filed letter of attorney and called upon Francois Baby, Esquire, to prove the execution thereof, who being sworn deposed that he was present and saw the defendant execute the same as his act and deed.

Ex. A.

Sheriff returned Ci. Co. on writ now filed in Court, and on motion of Mr. Roe it is ordered that the Sheriff do bring up the body of the defendant in three days.

Meldrum & Park  
vs.  
Jacques Burel.

Mr. Roe, on behalf of the plaintiff, states to the Court that the Sheriff's officer, conveying the process for service in this cause had met with an accident, which prevented the Sheriff from returning it on this day agreeable to the tenor thereof, and prays that the said return be extended to the first day of the ensuing term, and the Sheriff being in court informed the Court of the truth of the premises. It is ordered by the Court accordingly.

Wm. Hands  
vs.  
Jean Bte.  
Rheume.

Mr. Roe upon same reason moves for the like rule.  
Granted.

Ant. Dufresne  
vs.  
Charles  
Drouillard.

Mr. Roe moves same rule on like reason.  
Granted.

Wm. Park  
vs.  
Francois Billet.

Mr. Roe upon the same reason moves for the like rule.  
Granted.

Meldrum & Park  
vs.  
Joseph L'Enfant.

The defendant, Alexis LeBute, appeared and prayed default against him be taken off, which being ordered and he acknowledging the bond filed in this cause to be his proper act and deed, it is considered by the Court, on motion of Mr. Roe, the said Alexis showing nothing to the contrary, that the plaintiff do recover from the defendants the sum of sixty-two pounds, ten shillings, currency, with interest from the first of January, one thousand seven hundred and ninety-two, with costs of suit.

James Allan  
vs.  
Geo. Jacob and  
Alexis LeBute.

Court adjourned to Saturday, the 4th instant.

CHAS. SMYTH.

COURT OF COMMON PLEAS, holden at L'Assomption, on Saturday, 4th January, 1794, according to adjournment.

PROVINCE OF  
UPPER CANADA,  
WESTERN  
DISTRICT.  
4 January, 1794.

Present, the Honourable William Dummer Powell, Esquire, first Judge.

Meldrum & Park  
vs.  
Thos. Clark.

The Sheriff returned writ of summons. Defendant appeared in person, and having prayed oyer of the covenant, which was read to him in court for answer to the plaintiffs' declaration, says that he has not neglected anything which by the said covenant he covenanted to do, but hath performed all the several engagements and therefore is not indebted in the said sum of one hundred and ninety pounds, currency, or in any part thereof.

Meldrum & Park  
vs.  
Jacques Burrel.

On capias against the said defendant, Jacques Burrel, of Detroit, for the sum of two hundred and fifty pounds, currency, at the suit of the said plaintiffs. Affidavit £244 16s. 3d. Bail perfected in court, John McGregor, of Detroit, merchant, and Mathew Dalson, of the same place, innkeeper. Each of the bail £250.

Defendant not appearing default is recorded.

Defendant is surrendered by his bail before plea pleaded this 14th March, 1794. Debt sworn to £244 16s. 3d.

W. D. POWELL, *J.C.P.*

J. Bte. L'Arch  
vs.  
Gabriel Hanault.

Mr. Roe, for plaintiff, prays that the rule made in this cause on Sheriff to bring up the defendant's body be extended to Wednesday next.

Granted.

Herman Eberts  
vs.  
Guilbeau.

Peremptory rule to plead on Wednesday next.

Wm. Forsyth  
vs.  
Mathew Elliott.  
filed Ex. b.

David Cowan, attorney by procuration to defendant, appeared and proved letter of attorney. Filed affidavit and motion for continuance until next term, whereupon the Court considers that the defendant have time to plead until the first day of said term.

Schieffelin and  
Askin  
vs.  
John Askin, Esq.

Letter of attorney filed and proved by Robert Stevens, one of the subscribing witnesses.

Ex. a.

William Harffy, Esq., attorney by procuration to the defendant, moves the Court that the default of last court day be taken off the defendant, and that he be allowed to enter his appearance. Allowed by the Court on payment of costs.

Ex. b.

Defendant's attorney filed affidavit, and thereupon moves the Court to continue this action until the first return day of July term next. Court will consider and the parties given to the next adjournment.



Wm. Harffy, attorney by procuration to the defendant, moves similar rule to the foregoing, whereupon the Court orders default to be taken off on payment of costs.

Jonathan  
Schieffelin  
vs.  
John Askin, Esq.

Defendant's attorney filed affidavit, and thereupon moves the Court to continue this action until the first return day of July term.

Ex. a.

The Court will consider and parties given to next adjournment.

The Court adjourned till Wednesday, the 8th instant.  
CHAS. SMYTH, *Clerk*.

COURT OF COMMON PLEAS, holden at L'Assomption, 8th January, 1794.

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.  
8 January, 1794.

Present: The Honourable Wm. Dummer Powell, Esq., first Judge.

Sheriff filed return writ. Defendant called and not appearing. Default.

Chas. Smyth  
vs.  
Wm. Groesbeck.

W. D. P.

On motion of Mr. Roe, defendant called and not appearing, it is ordered that default be entered and that a writ of enquiry do issue, returnable the last day of term.  
Issued Ret. 17th.

Angus McIntosh  
vs.  
Israel Roland.

On Capias against defendant for the sum of twenty-five pounds, currency, at the suit of the plaintiff.

L'Arch  
vs.  
Hanault.

Affidavit above £10 sterling.

Bail perfected in court. John McGregor, of Detroit, Merchant, and James May of the same place, Merchant.

2 Rules.

Each of the bail of £18 15s.

Letter of attorney to John Askin, Esquire, filed and proved by Robert Woolsey, one of the subscribing witnesses. Defendant entered appearance.

Ex. b.

Three days for plea allowed.

Rule on Sheriff to bring up body filed. Ex. a.

Letter of attorney filed and proved by Salmon Godrich, one of the subscribing witnesses.

Meldrum & Park  
vs.  
Jacques Burel.

James May, attorney by procuration to defendant, moves that default of last court day be taken off, and that he be allowed to enter appearance for defendant. Granted on payment of costs.

Defendant's attorney filed affidavit and moved the Court to continue this action until next term, and Mr. Roe, stating that the defendant ought not to have the time

Ex. b.

prayed for, it is ordered that the defendant do plead in three days.

Oyer prayed for and granted.

Eberts  
vs.  
Guilbeau.

Mr. Roe filed return of rule of last court day, Ex. b., and on motion it is ordered that a writ of enquiry do issue returnable last day of term.

Issued ret. 17th.

C. S.

Schieffelin and  
Askin  
vs.  
John Askin.

Mr. Roe further continued on motion till next court day.

Jon. Schieffelin  
vs.  
John Askin.

Continued as above.

Meldrum & Park  
Thos. Clark.

Ex. a.

Mr. Roe filed replication and moves for venire returnable on Monday next. Ordered. Returned and continued on motion of the plaintiff's attorney until Wednesday next.

Court adjourned till Saturday next, 11th inst.

CHAS. SMYTH, *Clerk.*

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.  
11 January, 1794.

COURT OF COMMON PLEAS, holden at L'Assomption, Saturday, 11th January, 1794, according to adjournment.

Present: The Honourable Wm. Dummer Powell, Esq., first Judge.

Meldrum & Park  
vs.  
Thos. Clark.

Discontinued on motion of plaintiff's attorney.

Schieffelin and  
Askin  
vs.  
John Askin.

Mr. Roe filed affidavit. Ex. continued till next court day.

Schieffelin  
vs.  
John Askin.

Mr. Roe filed affidavit. Ex. continued till next court day.

Meldrum & Park  
vs.  
Burel.

Ex. c.

Mr. Roe moved for plea. Defendant's attorney filed affidavit and motion to continue until July term, and on suggestion of Mr. Roe continued until next court day, having matter to oppose why the defendant's motion ought not to be granted.

Jean Bapte. L'Arch  
vs.  
Gabriel Hanault.

Defendant filed plea, continued until next court day.

Court adjourned till Wednesday, 15th instant.

CHAS. SMYTH, *Clerk.*



COURT OF COMMON PLEAS, holden at L'Assomption, Wednesday, 15th January, 1794, pursuant to adjournment.

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.

15 January, 1794.

Present: The Honourable William Dummer Powell, Esq., etc., etc.

Defendant called does not appear and his former default being read, on motion by Mr. Roe, judgment for plaintiff, and that a writ do issue commanding the Sheriff to enquire of the plaintiff's damages in this plea, returnable first day of next term.

Chas. Smyth  
vs.  
Wm. Groesbeck.

Ex'n. issued 4th Apr. 1794, returnable Sept. term.

Debt .....	£20 13 11
Costs .....	7 17 8
	<hr/>
	£28 11 7
Writ .....	5 0.

With interest on £20 13s. 11d., from date of judgment.  
W. D. POWELL, J.C.P.

Mr. Roe, of counsel for the plaintiffs, moves that in consequence of the cause shown in the affidavit of the plaintiffs now filed and agreeable to the rules for regulating the practice in this Court that a rule be made that the defendant do plead to this writ in three days.

Schleffelin and  
Askin  
vs.  
John Askin.

By the Court: Time is given to the defendant till the first day of next term to file his plea in this cause, subject to further extension if at that day he shall certify the Court that he has used all reasonable means to procure legal advice for his plea, subject also to this further condition, that he consent that in case of judgment against him in this cause, legal interest upon such sum as may be adjudged to the plaintiff shall commence from the last day of this term.

The defendant's attorney, present in court, accepts of the condition of the rule for continuance.

Defendant filed letter of attorney, proved in court. Ex.

Mr. Roe, in consequence of the rule made, prays the Court that good and sufficient security may be given to answer the judgment of the Court. Over-ruled.

Mr. Roe moves similar rule in this cause.

By the Court: Peremptory rule on defendant to plead first day of next term.

Jonathan  
Schleffelin  
vs.  
John Askin.

Defendant files letter of attorney proved in court, marked Exhibit.

Issued Rule 12th March, '94.

Angus McIntosh  
vs.  
Israel Ruland.

Petition of Ann Ruland, wife of defendant, filed.  
The Court, in view of declaration and writ of summons, order stay of execution.

Meldrum & Park  
vs.  
Burel.

On consent of parties cause continued till next term.

L'Arch  
vs.  
Hanault.

Continued for replication.

Court adjourned till Friday, 17th instant.

CHAS. SMYTH, *Clerk*.

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.  
17 January, 1794.

COURT OF COMMON PLEAS, L'Assomption, Friday, 17th January, 1794, according to adjournment.

Present: Honourable Wm. Dummer Powell, Esquire, first Judge, etc., etc.

Angus McIntosh  
vs.  
Israel Ruland.

Discontinued on motion of Mr. Roe for plaintiff.

L'Arch  
vs.  
Hanault.

Continued, on motion of Mr. Roe, till next term for replication.

Court adjourned till March term next.

CHAS. SMYTH.

### MARCH TERM.

34th Geo. III.

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.  
14 March, 1794.

COURT OF COMMON PLEAS, holden at L'Assomption, on Friday, the fourteenth day of March, 1794.

Present: The Honourable William Dummer Powell, Esquire, first Judge of said Court, etc., etc.

Meldrum & Park  
vs.  
Francois Billette.

Sheriff returned writ of summons. Defendant called, does not appear. Default, on motion of Mr. Roe, of counsel for plaintiffs.

Wm. Hands  
vs.  
J. Bte.  
Rheume.

Sheriff returned writ of summons. Defendant called, does not appear. On motion of Mr. Roe, plaintiff's attorney, default is recorded.

Antoine Dufresne  
vs.  
Charles Drouillard.

Sheriff returned writ. Defendant called. Default. Mr. Roe, for plaintiff, prays default. Ordered.

Charles Smyth  
vs.  
Wm. Groesbeck.

The writ of enquiry of damages recorded in this cause on judgment by default, being this day returned by the Sheriff, and the plaintiff being Clerk of the Court in office, it is considered by the Court that the plaintiff, Charles Smyth, Esquire, do recover of the defendant, William Groesbeck, merchant, the damages found against him by



the jury, summoned on the said writ, amounting to twenty pounds, thirteen shillings and elevenpence, together with his costs to be taxed by the Court.

WM. DUMMER POWELL, *J.C.P.*

Sheriff returned writ and summons.

Defendant personally appears, and for answer to the plaintiff's declaration, says that he is not indebted to the plaintiff in the sum demanded, or any other sum, and Mr. Roe. of counsel for the plaintiff, says that he is indebted in manner and form and prays that it may be enquired of.

John Askin, Esq.,  
vs.  
Pierre Solo.

On consent of parties, it is ordered that George McDougall, of Detroit, merchant, and George Sharpe, Esquire, of the same place, merchant, mutually chosen by the said parties, be named arbitrators in this cause, and that the said arbitrators do give in their award in writing, returnable in eight days.

Sheriff returned writ and summons.

Defendant personally appears and for plea says he is not indebted in manner and form to the plaintiff, and Mr. Roe, for the plaintiff, replies that he is indebted in manner and form and prays that it may be enquired of by the Court.

John Askin, Esq.,  
vs.  
Alexis Solo.

On motion of Mr. Roe, a writ of venire is ordered to be issued, returnable on Tuesday next.

On motion of defendant to withdraw his plea it is granted, and on consent of parties similar rule, as above, is ordered to the same arbitrators.

On motion of Mr. Roe, it is ordered peremptorily that the defendant do plead on next court day.

Meldrum & Park  
vs.  
Jacques Burel.

On this day, the bail having surrendered the principal, it is ordered that the Sheriff do take him into custody.

Defendant, present in court, says that he is not indebted in manner and form to the plaintiffs as by their declaration it is alleged.

Meldrum & Park  
vs.  
Jacques Burel.

Continued for replication on motion of Mr. Roe.

Mr. Roe moves the Court that a peremptorily rule be made upon the defendant to plead in three days, and the defendant's attorney appearing stated to the Court that the same reason exists which induced him to pray time last term. By the Court: The delay to plead having been granted on affidavit by the defendant's special attorney, that he could not plead for want of legal advice with safety to his constituents, there being only one attorney practicing in this court and that he had reason to expect before this

Wm. Forsyth  
vs.  
Math. Elliott.

day advice how to plead, which advice the said attorney now suggests to have been expected by the express not yet arrived but hourly expected, the Court extended the time to plead until next Court day.

Schieffelin &  
Askin  
vs.  
John Askin, Esq.

Peremptory rule to plead in three days, on motion of Mr. Roe.

J. Schieffelin  
vs.  
Jno. Askin.

Continued till next court, on motion of plaintiff.

L'Arch  
vs.  
Hanault.

Continued, on motion of Mr. Roe, for replication.

MEMORANDUM: The Sheriff represents to the Court that there is no gaol in the district for the reception of civil prisoners.

Court adjourned till Tuesday, the 18th instant.

CHAS. SMYTH, *Clerk.*

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.  
18 March, 1794.

COURT OF COMMON PLEAS, holden at L'Assomption, on Tuesday, the 18th day of March, 1794, according to adjournment.

Present: The Honourable William Dummer Powell, Esquire, first Judge, etc.

John Askin, Esq.,  
vs.  
Jos. Mainville  
dt. Duchene,  
Deft.

Summons returned. Defendant called, does not appear. Default on motion of Mr. Roe.

Schieffelin and  
Askin  
vs.  
John Askin.

Mr. Roe filed peremptory rule of last Court. Defendant appears in person and files plea in abatement.

Continued on motion for communication.

Jonathan  
Schieffelin  
vs.  
John Askin.

Plea filed. Continued for communication.

Forsyth  
vs.  
M. Elliott.

On motion of defendant's attorney to plead, plea filed. Continued on motion for communication. Granted.

Meldrum & Park  
vs.  
Jacques Burel.

Mr. Roe files replication. On motion of Mr. Roe ordered that venire do issue, returnable on Friday next.

L'Arch  
vs.  
Hanault.

Mr. Roe files replication. On motion ordered that venire issue returnable on Friday next.

Court adjourned till Friday next, 21st instant.

CHAS. SMYTH, *Clerk.*



COURT OF COMMON PLEAS, holden at L'Assomption, on Friday, the 21st day of March, 1794, according to adjournment.

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.  
21 March, 1794.

Present: The Honourable Wm. Dummer Powell, Esq., first Judge, etc.

Summons returned. Defendant called, does not appear. Default on motion of Mr. Roe for plaintiff.

John Burrel  
vs.  
Wm. Groesbeck.

Defendant called, does not appear. Read former default. On motion of Mr. Roe, judgment for plaintiffs, and that a writ of enquiry do issue returnable last day of term.

Meldrum & Park  
vs.  
Fran. Billette.

Defendant called, does not appear. Default on motion. Judgment for plaintiff and that a writ of enquiry do issue returnable last day of term.

Hands  
vs.  
Rheame.

Defendant called. Does not appear. On motion, default and judgment for the plaintiff. Writ of enquiry do issue, returnable last day of term.

Antoine Dufresne  
vs.  
Drouillard.

Sheriff returned writ of fi-fa. Defendant called, does not appear. On motion ordered that fi-fa issue upon judgment, and that costs of fi-fa be allowed plaintiff.

John Askin, Esq.,  
vs.  
Guillaum  
LaMothe.

Fi-fa issued 22nd May, 1794, returnable Jan., 1795.

Debt .....	£73 11 0
Costs .....	8 0 6
Sub-costs .....	

Int. on £73 11s. from 26th Aug., '89.

C. SMYTH.

On motion of Mr. Roe, it is ordered that the rule of submission of the fourteenth instant be extended to Tuesday, the twenty-fifth, for return,

John Askin, Esq.,  
vs.  
Pierre Solo.

On motion of Mr. Roe, it is ordered that the return of venire be extended to Tuesday next, on suggestion that the jury could not be warned, it being impossible to cross the river owing to the ice. Sheriff present in court reports this circumstance.

Meldrum & Park  
vs.  
Jacques Burel.

The defendant's attorney filed affidavit and moves the Court that the trial of this issue be put off until July term for want of a material evidence, and Mr. Roe, for the plaintiff, admits the fact stated in the said affidavit to be proved by the said material evidence to be true, and prays the Court that venire awarded last court day be made returnable on Tuesday next.

J. Bte. L'Arch  
vs.  
Gab. Hanault.

By the Court: Ordered that return of venire be extended, returnable as above.

Wm. Forsyth  
vs.  
M. Elliott.

Mr. Roe filed replication. On motion of Mr. Roe, ordered that venire do issue, returnable on Thursday next for trial in this issue.

J. Schieffelin  
vs.  
John Askin.

Mr. Roe filed replication, and states to the Court that as issue is raised in this cause a venire may be awarded, returnable on Thursday next.

By the Court: Over-ruled and next court given defendant to consider of the said reply and rejoin.

Schieffelin and  
Askin  
vs.  
John Askin.

Mr. Roe, for plaintiffs, files plea of demurrer. On motion to be argued on Tuesday next.

Court adjourned till Tuesday next, the 25th March inst.

CHAS. SMYTH, Clerk.

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.  
25 March, 1794.

COURT OF COMMON PLEAS, holden at L'Assomption, on Tuesday, the twenty-fifth day of March, 1794, according to adjournment.

Present: The Honourable William Dummer Powell, Esquire, first Judge, etc.

John Askin, Esq.,  
vs.  
Pierre Solo.

Mr. Roe files award arbitrators named in this cause. Continued.

Same  
vs.  
Jos. Mainville  
dt. Duchene.

Defendant appears by his attorney, Charlotte Souigny, his wife, and files letter of attorney proved in court by the oath of Louis Bourrasa, confessed judgment for the sum of twenty-five pounds currency, but states to the Court that her husband, the defendant, has not yet received the plaintiff's title to the land in question. Wherefore the Court orders stay of execution until the plaintiff files in court the said title from Mominier, the person from whom the plaintiff purchased the land.

Title filed in the office 27th April, 1794.

C. SMYTH.

Ex'n. issued 30th April, 1794, ret. last day Sept. term next.

Debt .....	£25	0	0
Costs .....	6	8	2
	<hr/>		
	£31	8	2
Writ .....		5	0
Interest from judgment.			

C. SMYTH, Clerk.



Sheriff returns venire with panel annexed.

Meldrum & Park  
vs.  
Jacques Burel.

Jury called and sworn:—

1. Antoine Dufresne, merchant.
2. Laurent Parrente, yeoman.
3. Antoine Labaddy, pr., yeoman.
4. Joseph Barthelom, yeoman.
5. Dominique Goddette, yeoman.
6. Julien L'Bute, fils, yeoman.
7. Jean Bapte. Chapperton, yeoman.
8. Laurent Marrentet, yeoman.
9. Francois Mouton, yeoman.
10. Bte. Labaddy, fils, yeoman.
11. Joseph Pillet, yeoman.
12. Francois Meloche, yeoman.

Mr. Roe files subpoena issued in this cause.

Charles Morand, Esq., called, sworn to give evidence.

Robert Gambell, gentleman, and Jonathan Schieffelin, merchant, sworn.

Jury return verdict for defendant.

Upon argument on demurrer Court order that the defendant do plead over.

Schieffelin and  
Askin  
vs.  
John Askin.

Mr. Roe files rule of last Court and prays that peremptory rule be made on defendant to rejoin in three days, and the defendant present in court states that he has not legal advice how to answer, whereupon the Court overrules plaintiff's motion and order that the defendant do rejoin peremptorily on the first day of next term.

J. Schieffelin  
vs.  
John Askin, Esq.

Court adjourned till 27th inst.

C. SMYTH, *Clerk.*

COURT OF COMMON PLEAS, holden at L'Assomption, on Thursday, the twenty-seventh day of March, 1794, according to adjournment.

Present: The Honourable William Dummer Powell, Esq., first Judge, etc.

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.  
27 March, 1794.

On motion of Mr. Roe, and consent of defendant's attorney filed, Court ordered that the venire issued in this cause returnable of this day, be extended to Monday next, 31st inst.

Wm. Forsyth  
vs.  
M. Elliott.

Sheriff return of nulla bona filed on fi-fa issued in this cause.

Geo. McDougall  
vs.  
Louis Beaulieu.

Mr. Roe moves that a writ of ca. ad. sa. do issue in this cause.

Court will advise.

Schieffelin and  
Askin, Pltfs.,  
vs.  
John Askin, Deft.,  
and  
Jonathan  
Schieffelin, Pltf.,  
vs.  
John Askin, Deft.

The parties, plaintiffs and defendant, in the said causes respectively being present in court, it is ordered by the Court on motion of Mr. Roe, for plaintiffs, and with the consent of the said parties that the respective pleadings be withdrawn, the bonds of arbitration be cancelled, the award of the umpire set aside, and the several matters in dispute between the said plaintiffs and plaintiff and defendant be submitted to the verdict of a jury on the following points, to wit, what and to what amount are the overcharges and errors in account furnished to the said plaintiffs by the defendant for the years one thousand seven hundred and eighty-nine, one thousand seven hundred and ninety, one thousand seven hundred and ninety-two and ninety-one. What is the amount of the private account between Schieffelin, plaintiff, and Askin, defendant. If the amount of the said private account should stand as an item of credit in account with the said Schieffelin and Askin and John Askin; If the private account of John Askin, Junior, with John Askin, the defendant, prior to the commencement of the co-partnership between Schieffelin and Askin, should stand as an item of debit in account of said Schieffelin and Askin with John Askin. What should be the amount of credit to be given to the said Schieffelin and Askin by the said John Askin on account of furs remitted by them to said John Askin in one thousand seven hundred and ninety-one.

On motion of Mr. Roe, with consent of the said parties, it is ordered that a venire do issue for trial on Monday next, the thirty-first inst.

Court adjourned till to-morrow.

CHAS. SMYTH.

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.  
28 March, 1794.

COURT OF COMMON PLEAS, holden at L'Assomption, on Friday, 28th day of March, 1794, according to adjournment.

Present: The Honourable Wm. Dummer Powell, Esq., first Judge, etc.

Burrel  
vs.  
Groesbeck.  
Issued.

Defendant called does not appear. Former default read on motion. Judgment for the plaintiff and that a writ of enquiry do issue returnable first day of July term next.

Geo. McDougall  
vs.  
Louis Beaulieu.

Continued till Monday.



Judgment for the sum awarded with costs, being seven pounds, N.Y. currency.

John Askin, Esq.,  
vs.  
Pierre Solo.

Execution issued 23rd May, '94, ret. 1st Jan., '95.

Debt .....	£4 7 6
Costs .....	6 18 2

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£11 5 8

Writ .....	5 0
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Int. on £4 7s. 6d. from date of judgment.

C. S.

Court adjourned till Monday, 31st inst.

CHAS. SMYTH, *Clerk*.

COURT OF COMMON PLEAS, holden at L'Assomption, on Monday, the 31st day of March, 1794, according to adjournment.

PROVINCE OF  
UPPER CANADA.  
WESTERN  
DISTRICT.  
31 March, 1794.

Present: The Honourable William Dummer Powell, Esq., first Judge, etc.

Sheriff returns venire with panel annexed.

Jury called and sworn:—

1. George Meldrum, of Detroit, merchant.
2. John McGregor, of Detroit, merchant.
3. James Fraser, of Detroit, merchant.
4. John Martin, of Detroit, merchant.
5. George Sharpe, of Detroit, merchant.
6. William Shepherd, of Detroit, merchant.
7. Robert Abbott, of Detroit, merchant.
8. Geo. McDougall, of Detroit, merchant.
9. Angus McIntosh, of Detroit, merchant.
10. Wm. Hands, of Detroit, merchant.
11. Richard Pattinson, of Detroit, merchant.
12. Moses David, of Detroit, merchant.

John McGregor, merchant.

James McDonell, merchant.

Sworn for plaintiffs.

John Askwith, gentleman

Robert Stevens, gentleman.

Sworn on behalf of defendant.

Schieffelin and  
Askin  
vs.  
John Askin, Esq.,  
and  
Jonathan  
Schieffelin  
vs.  
John Askin.

Jury returned verdict as follows:—Verdict of the special jury on the points submitted to their decision by a rule of His Majesty's Court of Common Pleas for the Western District, Province of Upper Canada, in this cause:—

First: In conformity with the said rule of court, the jurors do find and say that the amount of overcharges and errors in account.

Account furnished to the said plaintiffs, Schieffelin and Askin, by the said defendant, John Askin, Esq., for the years one thousand seven hundred and eighty-nine, one thousand seven hundred and ninety, one thousand seven hundred and ninety-one and one thousand seven hundred and ninety-two, do amount to the net sum of ninety pounds seventeen shillings, New York currency.

Second: The said persons do also find and say that the amount of the private account between the said Jonathan Schieffelin and John Askin, defendant, is the sum of two hundred and eighty pounds, one shilling and one penny halfpenny, New York currency.

Third: The said Jurors do also determine that the amount of the said private amount should stand as an item of credit in account with the said Scheiffelin and Askin and John Askin.

Fourth: The said Jurors also find that the private account of John Askin, Jun., with John Askin, defendant, prior to the commencement of the co-partnership of Scheiffelin and Askin and amounting to the sum of two hundred and twenty-four pounds, thirteen shillings and four pence, New York currency, should not stand as an item of debit in account with the said Scheiffelin and Askin and John Askin.

Fifth: The said Jurors do lastly find that the amount of credit to be given the said Scheiffelin and Askin, by the said John Askin, on account of furs remitted by them to the said John Askin in one thousand seven hundred and ninety-one should be the sum of three thousand, six hundred and forty-six pounds, eight shillings, New York currency.

Wm. Forsyth,  
Pltf.,  
vs.  
Math. Elliott.

On motion of Mr. Roe, and on consent of defendant's attorney, it is ordered that venire issued in this cause and returnable of this day be discharged, and that a venire do issue for trial on the second day of July term.

Sub. issued and venire.

Angus McIntosh  
vs.  
Pierre LaBute.

Sheriff filed return of writ. Defendant appeared, and on his confession judgment for plaintiff for the sum of twenty-nine pounds, eighteen shillings, with costs.

Ex'n issued 30th Apr., '94. Ret. Sept. term.  
Debt ..... £29 18 0  
Costs .....

Writ ..... 5 0  
Interest from date of judgment.

C. SMYTH.



Sheriff filed return of writ. Defendant called, does not appear. Default on motion.

LePage, Pltf.,  
vs.  
Ouillet.

Sheriff returns writ of enquiry awarded in this cause on judgment of default. On motion, judgment for the plaintiffs for the sum of forty-six pounds two shillings and threepence currency, with costs.

Meldrum & Park  
vs.  
Francois Billette.

Ex'n. issued 30th April, '94. Ret. last day Sept. term.

Debt ..... £46 2 3

Costs .....

Writ ..... 5 0

Interest from judgment.

C. SMYTH, Clerk.

Sheriff returns writ of enquiry awarded in this cause on judgment of default. Judgment for the sum of one hundred and thirty-five pounds, eighteen shillings and five pence, with interest from the seventeenth day of March, one thousand seven hundred and ninety-two, with costs of suit.

Wm. Hands  
J. Bte. Rheaume.

Sheriff returns writ of enquiry. Judgment for the sum of eighty-five pounds, eight shillings and fourpence half-penny, with costs.

Dufresne, Pltf.,  
vs.  
Drouillard.

Ex'n. issued Apr. 30, '94. Ret. last day of Sept. term.

Debt ..... £85 8 4½

Costs .....

Writ ..... 5 0

Interest from judgment.

C. SMYTH, Clerk.

Ordered on motion of Mr. Roe that Ca. ad. sa do issue against the defendant for satisfaction of judgment rendered in this cause.

Geo. McDougall  
vs.  
Louis Beaulieu.

Issued ca. dated of this day ret. 1st Court.

Subsequent costs

Writ ..... £0 5 0

C. SMYTH, Clerk.

Sheriff's return of nulla bona filed. On motion of Mr. Roe ordered that ca. ad. sa. do issue against the defendant for satisfaction of judgment rendered in this cause.

Geo. McDougall  
vs.  
Jacques Chovin.

Issued dated of this day, ret. 1st Court.

Subs. costs.

Writ.

Court adjourned till July term.

CHAS. SMYTH, Clerk.

## COURT OF OYER AND TERMINER.

PROVINCE OF  
UPPER CANADA.  
DISTRICT OF  
HESSE.  
3 September, 1792.

At His Majesty's Court of Oyer and Terminer and General Gaol Delivery, holden at L'Assomption, in and for the District of Hesse, in the Province of Upper Canada, this third day of September, 1792, were

Present: Wm. Dummer Powell, Esquire, and his fellows.

The King's Commission read.

The Sheriff returned the precept and calendar of prisoners.

Called over the panel of Justices, Grand and Petty Jurors and Peace Officers.

The following persons took the oath as Grand Jurors, to wit:—

1. James May, of St. Annes, merchant.
2. John Scheiffelin, of St. Annes, gentleman.
3. William Caldwell, of Detroit, Esq.
4. James Allen, of St. Anne, merchant.
5. Geo. McDougall, of St. Anne, merchant.
6. James Fraser, of St. Anne, merchant.
7. David Robertson, of St. Anne, merchant.
8. John Askin, Jun., of St. Anne, merchant.
9. James McDonell, of St. Anne, merchant.
10. Bazil Campeau, of St. Anne, gentleman.
11. Joseph Visgar, of St. Anne, merchant.
12. Charles Girardin, of St. Anne, merchant.
13. Charles Morran, of St. Anne, gentleman.
14. Francois Gamelin, of St. Anne, gentleman.
15. Montigny Louvigny, of St. Anne, gentleman.
16. Francois Chabert, of St. Anne, Esquire.

William Scott, of Detroit, was duly sworn to attend them during the Assizes.

*W. R., C. C. O. and T.*

The above persons being charged withdrew, and William Lamothe, Esquire, returned as a Grand Juror, this day appeared, and was excused attendance by the Court as being employed in the King's service in quality of Indian Interpreter.



The following persons were defaulted as Grand Jurors,  
to wit:—

1. George Sharp, of Detroit, Esquire.
2. Joncaire Chabert, of Detroit, Esquire.
3. Matthew Elliott, of Detroit, Esquire.
4. Alexis Maisonville, of Detroit, Esquire.
5. Chev'r. De Celoron, of Detroit, gentleman.
6. Louis Beaufait, of Detroit, gentleman.
7. Bapt'e Maloche.

The following Justices of the Peace were defaulted,  
to wit:—

1. Alexander Grant, Esquire.
2. Alexander McKee, Esquire.
3. Matthew Elliott, Esquire.
4. Alexis Maisonville, Esquire.
5. George Sharp, Esquire.
6. Angus McIntosh, Esquire.
7. Charles Gouin, Esquire.
8. Joncaire Chabert, Esquire.
9. William Park, Esquire.
10. George Leith, Esquire.

The following Peace Officers were defaulted, to wit:—

1. Alexis Maisonville, Esquire, Captain.
2. Bapt'e Chapoton.
3. Charles Gouin.
4. Nich'l Gouin.
5. Antoine Beaubien.
6. Francis Baby.
7. Pierre Tremblay.
8. J. B'te Cicot, and
9. Gab'le Godfroy.

The following persons were defaulted as Petty Jurors,  
to wit:—

1. James Urquhart, of L'Assomption, merchant.
2. Laurant Parrent, of L'Assomption, yeoman.
3. Will'm Forsyth, of St. Anne, innkeeper.
4. Will'm Sorrel, of St. Anne, innkeeper.
5. Joseph Edge, of St. Anne, blacksmith.
6. Antoine Beaubien, of St. Anne, gentleman.
7. Harry Facer, of St. Anne, blacksmith.

The Coroner filed an inquisition held on the body of  
Alex'r Clark. Verdict: Natural death.

Do. on the body of Wawanisse, an Indian man at Michi-  
limackinac. Verdict: Murder by persons unknown.

Do. on the body of Francis Lalonde, taken at Saguinta.  
Verdict: Death caused by Louis Roy.

Do. on the body of Pierre Grocher, taken at Detroit.  
Verdict: Wilful murder by an Indian man called Guillet.

The Court ordered the clerk to prepare the indictments on the inquisitions of Pierre Grocher and Francis Lalonde.

The Grand Jury being returned into court, present, that a murder had been committed on the person of Albert Graverot, and request the witnesses may be brought before them to-morrow.

That an Indian man named Wawanisse has been murdered, and request the witnesses may be brought forward as aforesaid.

Ordered, that the Clerk do cause the aforesaid witnesses to attend to-morrow morning at ten of the clock.

The Grand Jury also present, that at the last Session of Oyer and Terminer and General Gaol Delivery for this District, a bill was found against Chabouguoy and Cawguochish, two Indian men, for the murder of David Lynd, alias Jacquo, of the River a La Tranche, and that with regret, they see the said Indians at large without being brought to trial.

Issued and delivered warrants to the staff on this order this 3rd Sept., 1792.  
W. R., C.C.

Ordered, that a Warrant do issue, whereby the Sheriff for this district be ordered to apprehend the said Chabouguoy and Cawguochish, and have their bodies before this Court to answer to the said indictments.

Adjourned till to-morrow morning at ten of the clock.

W. ROE, Clerk C. O. and T.

PROVINCE OF  
UPPER CANADA.  
DISTRICT OF  
HESSE.

4 September, 1792.

Court of Oyer and Terminer and General Gaol Delivery, holden in the Parish of L'Assomption, in and for the District of Hesse, this fourth day of September, 1792, pursuant to adjournment.

Present: Wm. Dummer Powell, Esquire, and his fellows.

Opened the Court after the usual proclamation.

The Grand Jury as of yesterday to the exception of Mr. George McDougall retired to the house of Madam Marantate, with a bill of indictment against Louis Roy for the murder of Francis Lalonde, at Saguinta, which they returned a true bill, whereupon it is ordered, on motion of the Clerk that a writ of capias do issue, whereby the Sheriff for this district be ordered to have the body of the said Louis Roy before this court on Thursday, the sixth day of August, at the hour of ten in the forenoon, to answer to the said indictment.

Issued and delivered warrant to the sheriff on this order this 4th Sept., '92.  
W. R., C.C.



The Clerk delivered to the Grand Jury a bill of indictment against an Indian man called Guillet, for the murder of Pierre Grocher, late of Detroit, mariner, with which they retired and returned the same a true bill, whereupon it is ordered, on motion of the Clerk, that a writ of capias do issue, whereby the Sheriff for this district be ordered to have the body of the said Indian man called Guillet before this Court, to answer to the said indictment.

Issued and delivered warrant to the sheriff on this order this 4th Sept., '92.  
W. R., C.C.

In consequence of the presentment made by the Grand Jury of yesterday, Jacques Robitaille, of Detroit, gentleman, Michael Rawleigh, and David Clark, Sargeant Charles McIntyre and Michael Lary, private, and Robert Brown, drummer, all of His Majesty's Fifth Regiment of Foot, were duly sworn to give evidence before the Grand Jury touching the murder of an Indian called Wawanisse. On the same account Francois Fleurie was sworn to give evidence before the Grand Jury touching the murder of Albert Graverot, late of Michilimackinac, trader.

Adjourned till to-morrow morning at ten of the clock.

W. ROE, C. C. O. and T.

Court of Oyer and Terminer and General Gaol Delivery, holden in the Parish of L'Assomption, in and for the said district, the fifth day of September, 1792, agreeable to adjournment.

PROVINCE OF  
UPPER CANADA.  
DISTRICT OF  
HESSE.  
5 September, 1792.

Present: William Dummer Powell, Esquire, and his fellows.

Opened the Court after the usual proclamation.

The Grand Jury attended as of yesterday, and informed the Court that the presence of the two persons confined in gaol as accessories to the murder of Albert Graverot, would be necessary to enable them to accomplish an intended presentment.

The Sheriff returned a cipi corpus on the writ issued yesterday against Louis Roy, and upon motion of the Clerk the prisoner was set to the bar and pleaded not guilty, for his trial put himself on God and his country.

The prisoner consents to his trial coming on to-morrow morning at ten of the clock.

The Clerk presented to the Grand Jury a bill against Josiah Cutan, of Detroit, laborer, for burglary, which they found a true bill.

Adjourned till to-morrow morning at ten of the clock.

W. ROE, C.C.O. and T.

Court of Oyer and Terminer and General Gaol Delivery, holden in the Parish of L'Assomption, in and for the said district, this sixth day of September, agreeable to adjournment.

PROVINCE OF  
UPPER CANADA.  
DISTRICT OF  
HESSE.  
6 September, 1792.

Present: Wm. Dummer Powell, Esquire, and his fellows:

Opened the Court after the usual proclamation.

The Sheriff returned a venire, and on motion of the Clerk, Louis Roy was set to the bar in order to his trial agreeable to the rule of yesterday.

Mr. Hugh Holmes, of Detroit, schoolmaster, was duly sworn to interpret between the Court, jury and prisoner.

The prisoner was informed of his right to challenge, and the following jurors were sworn, to wit:—

1. Claude Reaume, of L'Assomption, yeoman.
2. John Welch, of St. Anne, cooper.
3. Joseph Bazinett, of L'Assomption, yeoman.
4. Thomas Cox, of St. Anne, innkeeper.
5. Henry Botsford, of St. Anne, joiner.
6. Alexis Delisle, of St. Anne, yeoman.
7. John Dodymead, of St. Anne, innkeeper.
8. William Sorell, of St. Anne, innkeeper.
9. Jacques Campeau, of St. Anne, yeoman.
10. Joshua Cornwall, of St. Anne, shoemaker.
11. Augustin Lafoy, of St. Anne, armourer.
12. Joseph Edge, of St. Anne, blacksmith.

The above persons being duly sworn, the Clerk opened the prosecution, which was translated by the Interpreter to the French part of the jury.

FELIX METTIZ, of Detroit, labourer, being duly sworn to give evidence in this cause, saith,—

That at Saguinaw on the eighth day of April last, about the hour of eleven in the forenoon, the witness, the deceased, and Antoine Prevost, were diverting themselves by throwing sticks, stones, and mud at each other, that the deceased had a stick in his hand following the prisoner, saying I will make you fly, that in running from the deceased, the prisoner caught up a stone and, turning around, threw at the deceased, who was standing still, the prisoner calling out, "Take care." The deceased ran forward and held up his hand against the stone, but whether the stone struck his hand or not cannot say. The deceased turned round, retreated about fifteen steps to where they were, and sat down, when the prisoner came up to him and asked where he was hurt, and the deceased said he did not know he was hurt, but thought he was sick from drinking. They took him to Mr. Gouin's house, and put him on a bed; he vomited a little and expired in a few minutes.

Q. by the Jury: Whether after the death of the deceased the prisoner attempted to make his escape.

Ans.: No. On the contrary, he wished to be sent to Detroit.



By the Court: Was either the prisoner or deceased in liquor when the accident happened?

Ans.: The prisoner was not, but the deceased was a little intoxicated. That he knows of no misunderstanding between them. That the stone was not thrown immediately at the deceased, but elevated in the air above his head.

The prisoner asked the witness no questions.

W. R.

ANTOINE PREVOST, of Detroit, labourer, was next duly sworn, who declares and says:

That on Easter Day last himself, the prisoner, and the deceased, were diverting themselves by throwing stones, sticks, and earth at each other. That the deceased was pursuing the prisoner with a stick in his hand, when the latter stopped and picked up a stone, which he threw at the deceased, and which the deceased received with his two hands, but did not perceive it strike him anywhere else. Knows of no quarrel happening between the prisoner and the deceased. Here the witness was so weak that he could not proceed.

JONATHAN SCHIEFFELIN, of Detroit, gentleman, being duly sworn, declares and says:

That on Easter day, the 8th day of April last, about dinner time, he observed several people throwing stones and sticks at each other, and a short time after Pierre Morin came into the house and told him that one of them was struck with a stone, which had done his business. That witness examined the corpse of the deceased and found one of his left ribs broke and a bruise on his breast. That witness, by desire of Major Smith and the Coroner of the District, held an inquest on the corpse—who were of opinion that the death of the deceased was caused by the stroke of the stone without any malice. That the stone now shown to the jury was delivered to witness by Felix Mettiz, who swore before the inquest that it was the same stone that was thrown at and struck the deceased, but could not say where.

The Court re-called Felix Mettiz, and upon the oath he had already taken, said: That the stone now shown to the jury is the same stone that was thrown at the deceased.

The evidence for the Crown being now closed, the prisoner was called upon to make his defence, who says:

That whatever happened was merely accidental, as he had neither pique nor resentment against the deceased, and that, had not the deceased run forward to meet the stone, it would not have reached him, as at the time of throwing it the deceased was at the distance of about sixty yards

from him. That he does not think it hurt the deceased, as he observed the stone rolling behind him. That on the deceased sitting down, the prisoner asked him if he was struck, who answered he believed not, but thought his weakness proceeded from the effect of liquor. That he offered him the use of his bed, which the deceased immediately accepted.

The prisoner prayed that Felix Mettiz might be heard as an evidence on his behalf, who was duly sworn to answer any questions on his behalf.

By the Prisoner: Do you think that the stone thrown at the deceased could have struck him had he remained where he was standing at the time of throwing?

Ans.: No, as he was at a distance of about sixty yards.

JONATHAN SCHIEFFELIN, of Detroit, gentleman, was next duly sworn to answer any questions that might be proposed to him on the part of the prisoner.

By the Prisoner: Have you known me at any time to be a quarrelsome man, or given to liquor?

Ans.: No. I have always known you to be a quiet, peaceable man, and never heard you wished to injure your comrades.

The testimony on the part of the Crown, and of the prisoner, being now closed, the Court proceeded to give the following charge:—

Gentlemen:

The prisoner at the bar stands charged upon the oath of the Grand Jury with the felonious murder of Francis Lalonde. From the evidence it appears that on the day laid in the indictment, the prisoner with the deceased, Mettiz, and Prevost, had amused themselves with drinking in good fellowship. That when they went out of the house the prisoner was sober, and the deceased somewhat intoxicated. That playing together rudely throwing at each other sticks, stones, earth, etc., the prisoner without any malice took up the stone shown to you and threw it towards the deceased, at that moment still out of the probable reach of the stone, the prisoner at the same time crying out "Take care or catch." That seeing the stone thrown, the deceased stepped forward and held out his hands to catch the stone, which struck his hand and fell down and rolled behind him. That the deceased retreated a few steps in apparent pain, when the prisoner ran up to him inquiring where he was hurt, and upon the deceased saying that he did not know, but felt as if sick from drinking strong liquor, the prisoner offered him his bed and the others helped to carry him to it, where he vomited for a few minutes and expired before a man could get from the house to bleed him. It appears that one rib of the



left side was broken and the flesh bruised. There appears no malice or inclination to mischief—such is the fact of the homicide. The death of a man by the hand of another is in law subject to four distinctions. It is justifiable where done in the execution of duty. It is excusable in cases of self-defence or misfortune where there was no malice or neglect. It is manslaughter where the means used to accomplish the homicide were not unwarrantable or inconsiderate without malice, or where the natural infirmity of our nature affords excuse from sudden passion on sufficient provocation. Murder is where there is a malignant predetermined resolution to do mischief and death ensues. You, Gentlemen of the Jury, are to take into consideration the evidence before you, and, weighing it maturely, to determine of which of these classes of homicide the prisoner is guilty. It is not justifiable. It is not murder. If you think the recreation described to you innocent in itself, and that the fatal accident proceeded not from a blamable inattention to the safety of his comrades in the prosecution of their coarse play, you will find the fact to have been by misfortune. If, on the contrary, judging by the weight of the stone, the force and direction given to it to break a rib at such a distance, you should think the accident proceeded from a culpable inattention, though free from all design, you will find the prisoner guilty of manslaughter. By your verdict you are to discharge your own consciences.

The jury being returned into court for their verdict say:

That Louis Roy, the prisoner at the Bar, is not guilty of murder, but of excusable homicide by misfortune, and so say they all, and that he did not fly for it, to their knowledge.

The Court orders the prisoner be remanded to the custody of the Sheriff.

The Grand Jury found bill against Josiah Cutan for burglary and felony. On motion of the Clerk, the prisoner was set to the Bar and arraigned. Pleaded not guilty. Puts himself on God and his Country. On motion of the Clerk and by consent of the prisoner it is ordered that the trial of this issue be brought forward to-morrow morning at ten of the clock, and that a venire do issue, returnable at that period.

The Grand Jury for the District filed three presentments, exhibited this day, A, B and C, which the Court informed them should be transmitted to the superior powers.

Adjourned till to-morrow at the hour of ten in the forenoon.

W. ROE, C.C.O. and T.

PROVINCE OF  
UPPER CANADA.  
DISTRICT OF  
HESSE.

7 September, 1792.

Court of Oyer and Terminer and General Gaol Delivery. holden at L'Assomption, in and for the said District of Hesse, on Friday, the seventh day of September, 1792, pursuant to adjournment.

Present: Wm. Dummer Powell, Esquire, and his fellows.

Opened the court after the usual proclamation.

The Sheriff returned the venire, and on motion of the Clerk,

JOSIAH CUTAN was set to the bar in order to his trial, agreeable to the rule of yesterday.

The prisoner was informed of his right to challenge, and the following persons were duly sworn to pass upon his trial, to wit:

1. Amable St. Côme, of St. Anne, armourer.
2. George Chislestul, of St. Anne, shoemaker.
3. Isaac Williams, of St. Anne, trader.
4. Matthew Dalson, of St. Anne, innkeeper.
5. Robert Gouin, of St. Anne, taylor.
6. Hugh Holmes, of St. Anne, schoolmaster.
7. John Welch, of St. Anne, cooper.
8. Thos. Cox, of St. Anne, innkeeper.
9. Henry Botsford, of St. Anne, joiner.
10. Wm. Sorrel, of St. Anne, innkeeper.
11. Joshua Cornwall, of St. Anne, shoemaker.
12. Joseph Edge, of St. Anne, blacksmith.

The foregoing twelve persons being duly sworn, the Clerk opened the prosecution and called on

LOUIS CAMPEAU, who after being duly sworn declares and says:

That sometime last Fall, cannot exactly recollect the period, about midnight, Joseph Campeau, of St. Anne, trader, came to the house where witness lived and requested that he would assist him in apprehending a thief that had been stealing in his shop, that accordingly witness and said Campeau set off and overtook the prisoner behind Mr. Robert McDougall's, at whose house they stopped, and requested the assistance of one Pilon, who immediately took charge of the prisoner with the said Joseph Campeau, while witness returned to the shop to see if there were no other robbers remaining, and on his way thither, about one acre and a half from the said house or shop, saw a bag lying containing some smoked skins and two kegs of rum and a bundle of peltry, but cannot say of what quality. That on the prisoner being brought back to the shop, he was asked if he had stole anything else, which he answered in the negative, but acknowledged to have taken the above enumerated articles. That he (the witness) does not understand English, but learned this from Mr. Jos. Cam-



peau, who interpreted it to him. That the said Jos. Campeau frequently slept in the said store or shop where the robbery was committed.

Q. by Jury: Did the prisoner attempt to make his escape?

Ans.: I do not know.

Q. by the Jury: Was there any property found on the prisoner?

Ans.: No.

By the Court: Did you find anything in the shop which the prisoner acknowledged to be his property?

Ans.: Yes, an adze, which he acknowledged to be the instrument with which he made his entry into the said store.

By the Court: Where did the robbery happen?

Ans.: On the north side of the River Detroit, about half a league above the Fort, in a house the property of Mr. Jacques Campeau, leased by Mr. Joseph Campeau, and that the goods therein were the property of the said Joseph.

By the Court: Through what part of the said shop did the prisoner make his entrance?

Ans.: By the door, which he forced open with the said adze. That he saw the marks of violence by which he effected the same.

By the Court: Is there any chimney in the said shop?

Ans.: That he has been there since the said robbery was committed and saw the chimney. Knows M. Jos. Campeau; has slept there since. That the prisoner attempted to resist being brought forward.

The prisoner had no questions to propose to this witness.

RALPH PILON, of Detroit, labourer, was next duly sworn, who declares and says:

That about the eighteenth day of October last he resided at Mr. Robt. McDougall's, and about midnight was called up by Mr. Jos. Campeau to assist in conducting a negro, which the witness recognised to be the prisoner at the bar, who they accordingly conducted to the house of Mr. Jacques Campeau. That he went up into the garret of Mr. Joseph Campeau's store, and observed the different articles of merchandise there, very much deranged. That on his way to the said house he observed a bag lying on the road, which on being brought to the house contained two kegs of rum, and other articles, which he does not recollect.

The Clerk here moved to read the voluntary confession of the prisoner taken before John Askin and Geo. Sharp, Esquires, two of His Majesty's Justices of the

Peace for this district, which was duly proven on oath by the said John Askin, Esq., to have been voluntarily taken before him, without any threats or menace being used to obtain the same. Read the same to the jury.

JACQUES CAMPEAU, of Detroit, trader, being duly sworn, declares and says: That for about these three years past he has leased a building to Mr. Jos. Campeau, which he occupies as a shop. That when he did not sleep there himself he generally left some person to take charge thereof.

The prisoner was here called upon to make his defence, who says that true it is, Mr. Campeau took him prisoner; that he does not understand French, but that in answer to any questions he proposed to him, he may have said yes.

The evidence on the part of the prosecution being now closed, and the prisoner having no witnesses to call, the Court delivered the following charge to the jury:—

Gentlemen of the Jury:

The offence charged in the indictment upon the prisoner at the bar is burglary, that is to say, a breaking of a dwelling-house by night with intent to commit a felony. It is proved to you that on the night of the 18th of October last the prisoner about midnight was found in the road near Mr. Campeau's house. That upon alarm of noise several persons assembled and found the store of Mr. Jos. Campeau's broke open. They found a carpenter's adze near it, the supposed instrument of the violence, and merchandise and liquors were found near the store, but not proved to have been the property of Mr. Campeau—but the prisoner's voluntary confession upon examination before two justices proved in evidence to you, shows beyond a doubt that he was guilty of the burglary, that he forced the door with the adze, and took away the articles described. It remains only for the Court to inform you, that by a dwelling-house alone being the subject of the aggravated offence of burglary, the law meant to secure to the subject the peaceful indulgence of rest by night, and that to give to every house the character of a dwelling-house, it is enough that the owner, or some one having charge of it, sleeps in the house usually, although he may board elsewhere. The being absent from the house on the night of the burglary does not diminish the offence, if you shall be satisfied that it was not abandoned, and one of the witnesses swears, that before and since the burglary Joseph Campeau usually slept in it. You will consider the evidence under this view of the offence, and discharge your consciences.

The jury being returned into court for their verdict, say:



That Josiah Cutan, the prisoner at the bar, is guilty of the burglary and felony, whereof he stands indicted, and so they say all. That he had neither goods, chattels, land or tenement, at the time of the said burglary and felony committed, or at any time since, nor did he fly for it, to their knowledge.

The Court remanded the prisoner to the custody of the Sheriff.

Adjourned till Monday next at the hour of ten in the forenoon.

W. ROE, *C.C.O. and T.*

Court of Oyer and Terminer and General Gaol Delivery, holden at L'Assomption, in and for the said District, on Monday, the tenth day of Sept., 1792, pursuant to adjournment.

PROVINCE OF  
UPPER CANADA.  
DISTRICT OF  
HESSE.  
10 September, 1792.

Present: Wm. Dummer Powell, Esquire, and his fellows.

Opened the Court after the usual proclamation.

Pursuant to the request of the Grand Jury, it is ordered that George Sharp, Esq., and Chevalier De Celoron, gentleman, both of the Parish of St. Anne, be fined in the sum of forty shillings, currency, each for non-attendance as Grand Jurors agreeable to the return of the Sheriff.

A fine of twenty shillings is set on James Urquhart, of L'Assomption, merchant, Laurent Parent, of the same place, yeoman, and Antoine Beaubien, of St. Anne, gentleman, for their non-attendance as Petty Jurors.

A fine of twenty shillings is set on Pierre L'Etourneau and André Peltier, of L'Assomption, yeoman, for their non-attendance as Peace Officers—and that these several fines be estreated.

The Clerk having stated to the Court the verdict rendered against Josiah Cutan, for burglary the seventh inst., moved that the said Josiah Cutan might be set to the bar in order to judgment being pronounced against him, which was done accordingly. When he was asked by the Clerk if he had aught to say why the sentence of the law should not be pronounced against him, who answered that he had not. On motion by the Clerk for judgment, the Court pronounced the following sentence.

Josiah Cutan,—you have been found guilty by the verdict of twelve good and impartial men upon the plain evidence of your own voluntary confession, in addition to other proof, of having committed on the eighteenth of October last a burglary in the house of Jos. Campeau. This crime is so much more atrocious and alarming to society, as it is committed by night, when the world is at repose, and that it cannot be guarded against without the

same precautions which are used against the wild beasts of the forest, who, like you, go prowling about by night for their prey. A member so hurtful to the peace of society, no good laws will permit to continue in it, and the Court in obedience to the law has imposed upon it the painful duty of pronouncing its sentence, which is that you be taken from hence to the gaol from whence you came, and from thence to the place of execution, where you are to be hanged by the neck until you are dead. And the Lord have mercy upon your soul.

W. ROE, *C.C.O. and T.*

### COURT OF COMMON PLEAS.

TUESDAY, the 17th MARCH, 1789.

Present: The Honourable Richard Cartwright, Neil McLean, and James Clark, Esquires.

KINGSTON.  
MARCH TERM.  
1789.

John Ferguson  
vs.  
Philip Dorland.

The Sheriff has returned that he summoned the defendant.

The plaintiff appears in person and files his declaration, and the defendant also appears in person.

The defendant prays that Peter Vanalstine may plead this cause for him.

It is ordered that the defendant do plead for himself.

The defendant prays that this cause may be tried to-morrow.

It is ordered by the Court that the defendant do plead to-morrow.

John Francis  
vs.  
James Richardson.

The Sheriff has returned that he summoned the defendant.

The plaintiff appears in person and filed his declaration. The defendant also appears in person, and prays that this cause may be tried on a future day.

It is ordered by the Court that this cause may be tried on Friday next the 19th inst.

John Fanier  
vs.  
Richard Cartwright, Esq.

The Sheriff returned that he has summoned the defendant.

The plaintiff appears in person, but has not filed his declaration.

The Court does order that this cause may be tried on Friday next the 20th inst.

The Court adjourned until to-morrow morning at 10 o'clock.



WEDNESDAY, 18th MARCH.

The Court met pursuant to adjournment.

Present: The three Judges.

The defendant appears pursuant to order of Court and says that the said obligation mentioned in said declaration, sets forth that the accounts between the parties were to be further examined in order to make a final settlement, and further that although he should have received that quantity of provisions mentioned in the aforesaid obligation from the plaintiff, he does not think himself accountable to the plaintiff for such. The plaintiff exhibited the said obligation in court, by which it appears that the defendant has made himself accountable for the quantity of provisions he is charged with. The plaintiff further informs the Court he had in the course of a month after he received the said obligation, called on the defendant to make a final settlement, at which time the defendant acknowledged his account to be just; excepting one barrel beef, overcharged him, from which he is credited as appears from his account.

John Ferguson  
vs.  
Philip Dorland.

Peter Vanalstine, sworn as an evidence in this cause, says that he was informed that the defendant had given a note to the plaintiff for a quantity of provisions, and that he was present at the time the plaintiff requested the defendant to settle the same with notes payable by instalments, which the defendant would not agree to; further, that he knew not of any settlement between the parties.

Thomas Dorland, sworn as an evidence in this cause, says he was present at the time the plaintiff demanded payment of said note from the defendant. That the defendant answered he did not think himself indebted to the plaintiff, but if it was so, he was not able to pay him at that time.

The plaintiff informs the Court that Susannah Vanderbogat was subpoenaed as an evidence on this cause, but her being at a distance and unable to travel has prevented her appearing. Therefore prays that her deposition on oath may be taken.

The Court does order that the deposition of the said Susannah Vanderbogat may be taken, and that they shall take some time to consider further of this cause.

The Court adjourn to to-morrow at ten o'clock.

## THURSDAY, 19th MARCH.

The Court met pursuant to adjournment.  
Present: The three Judges.

John Fanier  
vs.  
James Richardson.

Brought on pursuant to order of Court on Tuesday last, the 17th inst.

The defendant appears and says that having been employed by Mr. R. Cartwright to oversee and superintend the works carrying on at Navy Island. That on the sixth day of October last he observed to John Fanier that he and his party were neglecting their work. That Fanier was much intoxicated with liquor and assaulted the defendant with very abusive language, tore part of his shirt off, upon which the defendant in his own defence struck the plaintiff.

The plaintiff says that on the day aforesaid, while he was at dinner about one o'clock, the defendant came to the house, called him "puppy," and acknowledged he was not at work. The plaintiff answered that it was none of his business, upon which the defendant took the plaintiff by the ear and pushed him over a bench. In his attempting to rise the defendant struck him on the face, he then having hold of the defendant's shirt, tore part of it. Then defendant left him and went out of doors. The plaintiff followed, and in going out the defendant struck him on the shoulder with a stick and attempted to strike again but was prevented by some people present.

The parties having been fully heard this day, the Court not being yet determined of giving their judgment of and concerning the premises, it is considered that the same be taken into deliberation.

The Court adjourned to to-morrow at ten o'clock.

## FRIDAY, 20th MARCH.

The Court met pursuant to adjournment.  
Present: The three Judges.

John Fanier  
vs.  
James Richardson.

The Court having, upon mature deliberation, considered the arguments of the parties, and having also read and considered the pleadings in this cause, likewise the evidence produced by the plaintiff, do order and adjudge that the plaintiff do recover against the defendant the sum of five pounds currency, with costs of suit taxed at four pounds eighteen shillings.



John Fanier  
vs  
Richard Cart-  
wright.

The plaintiff appears in person and filed his declaration. The defendant also appears and from an account exhibited in court that the plaintiff has received a considerable sum since the account recorded, the balance of which is demanded, and further that the amount retained in the hands of the defendant is in consequence of work done by the plaintiff being insufficient and not done in a workman-like manner, which appears from a certificate of said work exhibited by the defendant; and, further, the defendant says that he has frequently told the plaintiff that when the said work was completed in a sufficient manner any sums due him should be immediately paid.

The plaintiff acknowledges the charges made by the defendant and says that the subscribers to the said certificate were not upon oath when they examined the work therein mentioned, the plaintiff prays that their depositions may be taken, as their situation renders it very inconvenient to subpoena them to appear.

The Court does order that the depositions may be taken as prayed, and that judgment may be given concerning the premises on Tuesday next, the 24th inst.

The Court adjourned to Monday next.

#### MONDAY, 23rd MARCH.

The Court met pursuant to adjournment.

Present: Richard Cartwright and Neil McLean, Esquires.

The Court adjourned until to-morrow at ten o'clock.

#### TUESDAY, 24th MARCH, 1789.

The Court met pursuant to adjournment.

Present: Richard Cartwright and Neil McLean, Esquires.

From the absence of James Clark, one of the judges, the Court does consider that the cause between Richard Cartwright and John Fanier cannot be proceeded on this day, but that it be tried on Thursday next.

The Court does adjourn to Thursday next.

#### THURSDAY, 26th MARCH.

The Court met pursuant to adjournment.

Present: The three Judges.

The Court having upon mature deliberation considered the arguments of the parties, and having also read and

John Ferguson  
vs.  
Phil. Dorland.

considered the readings in this cause, likewise the evidence produced by the respective parties, do order and adjudge that the plaintiff do recover against the defendant the sum of one hundred and seventy-one pounds, eighteen shillings and twopence farthing, H. currency, together with costs taxed at six pounds, seventeen shillings.

John Fanier  
vs.  
Rich'd Cartwright.

The defendant appears and says that he has used every means in his power to procure the evidence necessary to support his plea, but from the precarious situation of the ice at this season it was found impracticable to procure this evidence, therefore prays that this cause may be tried at the next term.

The Court does order that this cause may be tried on the second day of next term.

The Court does adjourn until Tuesday next.

#### TUESDAY, 31st MARCH.

The Court met pursuant to adjournment.

Present: Richard Cartwright and Neil McLean, Esquires.

The Court does adjourn until Wednesday, the first day of July next.

#### JULY TERM.

#### WEDNESDAY, THE FIRST DAY OF JULY.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Junr., Neil McLean, and James Clark, Esquires.

Rich'd Cartwright  
vs.  
Alex'r Grant.

The Sheriff has returned that he has summoned the defendant.

The plaintiff appears in person and filed his declaration. The defendant being duly called made default.

The plaintiff prays that that default may be recorded. It is ordered that the default be recorded.

Thomas Sparham  
vs.  
John Ferguson.

The Sheriff has returned that he has summoned the defendant.

The plaintiff appears in person and filed his declaration. The defendant being called, H. Clark appears for the defendant, and prays that this cause may be tried next Wednesday as prayed.

Chris'r Georgeon  
vs.  
Haselton Spencer.

The Sheriff returned that he has summoned the defendant.

The plaintiff appears in person. The defendant also appears.



The plaintiff prays that a venire may issue for to try this cause.

It is ordered by consent of the parties that this cause be tried by jury on Saturday next, the 4th inst., and that a venire do issue returnable that day.

The Sheriff returned that he has summoned the defendant.

Chris'r Georgeon  
vs.  
John Howard.

The plaintiff appears in person and prays that this cause may also be tried by jury.

The defendant appears, that this cause may be tried by the Judges of this court.

It is ordered that a venire shall issue for the trial of this cause, returnable on Monday next, the sixth inst.

The Sheriff returns that he has summoned the defendant.

Alex'r Clark  
vs.  
Thomas James.

The plaintiff appears and files his declaration.

The defendant being duly called made default.

The plaintiff prays that default be recorded.

Ordered that default be recorded as prayed.

The Sheriff returned that he has summoned the defendant. That he has also taken on Saisie to him directed as belonging to the said Martin Butler, sixteen thousand butt staves, forty pieces timber, three iron pots, one cross-cut saw, one pair bull rings, four bushels potatoes planted, one wooden canoe, three axes, which articles remain in his custody until a further order of the Court.

Thomas Stratton  
vs.  
Martin Butler.

The defendant being called made default.

The Sheriff returned that he could not summon the defendant but by Saisie, and has taken as belonging to the defendant two hens, one milk cow, which remain in his hands until the further order of the Court.

Alex'r Clark  
vs.  
Thomas James.

The defendant being called made default. Gilbert James appears and says that the said cow and hens are his property, which he is ready to prove.

The plaintiff appears in person and declares that he can prove the cattle to be the property of the defendant. The Court does order that this cause be tried to-morrow.

The Sheriff returned that he has summoned the defendant.

Alex'r Simson  
vs.  
Barbs. Day.

The plaintiff appears in person and filed his declaration. The defendant also appears in person and prays that this cause may be tried by jury.

It is ordered by consent of the parties that a venire may issue returnable next Tuesday, the 7th inst.

Robert Macauley  
vs.  
Jno. Taylor.

The Sheriff returned that he has summoned the defendant.

The plaintiff appears in person. The defendant also appears in person and prays that this cause may be tried to-morrow.

It is ordered that this cause shall be tried to-morrow, as prayed.

Mat'w Forrest  
vs.  
John Howell.

The Sheriff returned that he has summoned the defendant.

The plaintiff does not appear to prosecute this action.

The Court does order that the defendant be dismissed with costs.

Thos. Stratton  
vs.  
Martin Butler.

The defendant appears and requests that the default may be taken off. It is ordered that the default be taken off on paying costs.

Charles Bennett appears for himself and Samuel Sherwood and claims the sundry articles seized for the plaintiff to be his property, which he is ready to prove.

The plaintiff also declares that he is ready to prove the contrary.

The Court does order that the said proving may be taken on Friday next, the 3rd inst.

John Ferguson  
vs.  
Philip Dorland.

The Sheriff returned that he has duly served the execution to him direct on judgment obtained in this cause the last term, and that he has taken in custody all the moveables belonging to the defendant, the whole of which are claimed by Thos. Dorland as his property.

The Court order that Thomas Dorland do appear at this court to-morrow and that he does prove the said moveables to be his property.

John Fanier  
vs.  
Rich'd Cartwright.  
(From last term.)

The plaintiff appears in person. The defendant also appears.

The Court does order that this cause may be tried to-morrow.

The Court adjourn until to-morrow at ten o'clock.

The Court met pursuant to adjournment.

Present: James Clark and Neil McLean, Esquires.



The defendant appears and has filed the deposition upon oath of two of the parties who had subscribed to the survey held on the work performed by the plaintiff, by which it appears that the work was not done in a sufficient manner. The defendant further says that he has been under the necessity of employing other workmen to perform and compleat the said work on board the "Lady Dorchester," and that he is ready to pay any balance of account that may yet remain in his hands.

John Fanier  
vs.  
Rich'd Cartwright.

The plaintiff also appears, but has nothing further to say in support of this cause.

The Court upon mature deliberation considered the arguments of the parties, and having also read and considered the pleadings in this cause, likewise the evidence produced, do order and adjudge that the defendant be dismissed and that the plaintiff do pay costs taxed at four pounds, eleven shillings and sixpence.

The Sheriff returned that Thomas Dorland has entered a caveat in his office claiming the property seized by him as per schedule annexed to the execution to him directed the 10th day of April last.

Jno. Ferguson  
vs.  
Philip Dorland.

Thomas Dorland being called to prove his said claim produced in court an instrument in writing in the nature of a mortgage on the principal part of the articles seized on said execution. But the legality of it does not appear to the Court sufficient to be admitted as a lawful claim to the said property.

The plaintiff appears pursuant to order of Court the first inst. and exhibited to the Court an account against the defendant for the sum specified in his declaration.

Alex'r Clark  
vs.  
Thomas James.

Gilbert James appears and acknowledges that he has no claim or title to the cattle seized by virtue of saisie on the property of Thoms. James.

The plaintiff appears pursuant to order of yesterday and exhibits a promissory note by defendant, which appears to be unpaid. The defendant also appears and prays that this cause may be tried on Monday next, as he has lost an account necessary to prove the payment of the note. It is ordered at the request of the defendant that this cause be tried on Monday next, the 6th inst.

Rob't McAulay  
vs.  
John Taylor.

The Court adjourned until to-morrow at 10 o'clock.

FRIDAY, 3rd JULY, 1789.

The Court met pursuant to adjournment.  
Present: The three Judges.

Thomas Stratton  
vs.  
Martin Butler.

The plaintiff appears pursuant to rule of Wednesday, the first inst., and filed four exhibits, and further declares that he was obliged to leave the defendant's employ for want of a sufficiency of provision to support him at work, and that others did also (on that account) leave the defendant at the same time he did; which he is ready to prove and prays that the evidence of James Dryburgh may be taken. It is ordered on motion of the plaintiff that James Dryburgh be called and sworn, as evidence in this cause. The defendant appears and says he is not indebted to the plaintiff for wages, as they did not become due until the plaintiff should arrive at Quebec with a raft of timber and staves, and that the plaintiff had no just cause to leave his employ as a stave-cutter, by which he has sustained material damages; and, further, that the plaintiff always had a sufficiency of provision allowed him while in his employ, which he is ready to prove, and prays that the evidence of Charles Bennett may be taken.

It is ordered, on motion of the defendant, that Charles Bennett be called and sworn as prayed. The deposition of Charles Bennett is taken as ordered.

The parties having been fully heard this day and evidence taken for them, the Court not being yet determined of giving their judgment of and concerning the premises, it is considered that the same be taken into deliberation.

The Court adjourn until to-morrow at 10 o'clock.

SATURDAY, 4th JULY, 1789.

The Court met pursuant to adjournment.  
Present: The three Judges.

Thomas Stratton  
vs.  
Martin Butler.

The Court having duly considered the evidence in this cause are of opinion that the plaintiff's claim ought not to be allowed and that the defendant be dismissed with costs, taxed at six pounds eleven shillings. Their grounds for this opinion are:—

1st: That the plaintiff having entered into an agreement with the defendant violated this agreement and thereby injured the defendant in a greater degree than the amount of the plaintiff's wages, which the Court think on that account to be forfeited. Nor does it appear



that the plea of necessity set up by the plaintiff for his breach of contract is at all supported, as from being equally concerned with the defendant but a few days before in the business he engaged in, he could not fail to be well acquainted with his resources for provision, besides several other persons engaged with the defendant continued at work with him at the time the plaintiff alleges they were starving, and further, though the plaintiff was urged by Mr. Thomas Bennet to his work, the plaintiff assured him he would if he could persuade the men that came with him to do so likewise. It appears he did not nor intended to do it. The plea of security for wages the Court consider as perfect negatory, they being already allowed by the laws a preference to all other claims.

The plaintiff's charge for linnen shirt is unjust, as they were bought from Mess. Sherwood and Bennett and charged by them to the defendant. The remaining articles charged by the plaintiff in this account appear to have been contracted on their joint account and the defendant not liable to pay the plaintiff for them till he produces a discharge from the person of whom they bought.

The Sheriff returned the venire.

The plaintiff appears pursuant to order of Wednesday, the first inst. The defendant also appears.

Christopher  
Georgeon  
vs.  
Haselton Spencer.

The plaintiff demands of the defendant the sum of twenty pounds for damages in not receiving cash that was their due on account to purchase wheat, and for this he puts himself on the country.

The defendant acknowledges the sum of seven pounds, five shillings and threepence to be due the plaintiff and alleges that he has made frequent efforts to procure cash to pay the plaintiff, but found it totally out of his power to procure. That he had frequently made several offers of other species of payment, and, further, that he had this day offered him that sum in cash, which the plaintiff refused, and as the defendant does not think the plaintiff entitled to more he also puts himself on the country.

The jury impannelled and sworn to try this cause were:

- |                  |                      |
|------------------|----------------------|
| 1. James Robins. | 7. Samuel Ainsley.   |
| 2. Halon Knight. | 8. Richard Campbell. |
| 3. Arthur Orser. | 9. James Hawley.     |
| 4. Thomas Cook.  | 10. James Pritchard. |
| 5. Jno. Duncan.  | 11. Charles Bennett. |
| 6. Phil. Pember. | 12. Alexander Clark. |

The jury being charged to say and declare the truth of the matter contained in the said declaration, and having

examined the pleading and exhibits filed in this cause, withdraw to consider of their verdict, and the said jury having returned into court and being now called over, say by James Robins, their foreman, that the defendant is directed to pay the sum of seven pounds, five shillings and threepence, with fifteen shillings costs, supposed to be the costs attending a suit for said sum on the weekly court.

The Court having considered the verdict, do order that the defendant shall pay the said sum as awarded by the jury, and that the plaintiff pay the remaining costs of three pounds nineteen shillings and threepence.

The Court adjourn to Monday next, the sixth inst.

#### MONDAY, 6th JULY.

The Court met pursuant to adjournment.

Present: Richard Cartwright and Neil McLean, Esquires.

Christopher  
Georgeon  
vs.  
John Howard.

The plaintiff appears pursuant to order of Wednesday last, the first inst., and declares that the defendant in the months of July and December, in the year 1787, did promise and agree to deliver the plaintiff fifty bushels of good and merchantable wheat before the first day of March following. In consideration of which the plaintiff has delivered the defendant sundry merchandise, etc., in full for the aforesaid wheat; and, further, that as the defendant did not furnish the quantity of wheat at the time above mentioned, he did in the fall of '88 promise to compleat the quantity already agreed for.

The defendant also appears and acknowledges to have promised the plaintiff some wheat, but denies having agreed for any certain quantity; and that he has delivered the plaintiff wheat at different times; further, that in the fall of 1788, he duly promised him wheat conditionally that, if he had it to spare, he would let the plaintiff have it.

The plaintiff in his replication says that the quantity specified in his declaration was positively agreed for, likewise that the defendant had agreed in the fall of '88 to furnish the deficiency, which he is ready to prove, and accordingly puts himself on the country. The defendant doth do likewise.

The Sheriff returned the venire.

The jury empannelled and sworn to try this issue for this cause were:—

- |                    |                   |
|--------------------|-------------------|
| 1. Mic'l. Dedrick. | 3. Peter Wartman. |
| 2. John Mosier.    | 4. Geo. Harper.   |



- |                   |                    |
|-------------------|--------------------|
| 5. Wm. Ashley.    | 9. Aaron Erewer.   |
| 6. Jno. Fanis.    | 10. John Warner.   |
| 7. Thos. Bennett. | 11. Geo. Gallaway. |
| 8. John Most.     | 12. John Wartman.  |

Who being charged to say and declare the truth of the matter contained in the said declaration, and having examined the pleading and exhibits filed in this cause, and heard the evidence on both sides, withdrew to consider of their verdict, and the said jury having returned into court and being now called over, say by George Gallaway, their foreman, that the plaintiff shall allow the defendant at the rate of 4s. 6d. per bushel for wheat, 3s. 6d. per bushel for rye, 3s. 6d. per bushel for corn, 2s. 6d. per bushel for oats, 2s. per bushel for potatoes, for the quantity he has accounted, and that the defendant shall pay the plaintiff the sum of seven pounds, seventeen shillings and threepence halfpenny, being the balance of his account, with five pounds damages, for expenses incurred by the plaintiff at different times going for wheat and potatoes promised him.

The Court having considered the verdict of the jury do adjudge that the defendant do pay the plaintiff the sum of twelve pounds, seventeen shillings and threepence halfpenny, with costs of suit, taxed at nine pounds, eight shillings and fivepence currency.

The Court adjourn until to-morrow at ten o'clock.

The defendant appeared according to rule of Court on Thursday last and produces an account against the said Thomas Fitsimmons.

Robt. Macaulay  
vs.  
John Taylor.

The plaintiff also appears and informs the Court that the said promissory note has been often presented to the defendant for payment, and that the defendant never did at any time previous to his being summoned mention any account he had against the said Thomas Fitsimmons.

The Court are of opinion that the defendant shall pay the plaintiff the said sum of twelve pounds with lawful interest and costs of this suit, taxed at two pounds, nineteen shillings and sevenpence.

The Court adjourn to to-morrow at ten o'clock.

TUESDAY, 7th JULY, 1789.

The Court met pursuant to adjournment.

Present: The three Judges.

The plaintiff appears pursuant to order of the first inst. and declares that the defendant is justly indebted to him in

Alex'r Simson  
vs.  
Barbs. Day.

the sum of twenty pounds for sundries furnished him on account and for labour done for the defendant at different times, and for this he puts himself on the country.

The defendant also appears and declares that he is not indebted to the plaintiff in any sum, and for this he puts himself on the country.

The Sheriff returned the venire.

The Jury empannelled and sworn to try issue joined in this cause were:—

- |                      |                      |
|----------------------|----------------------|
| 1. J. Jost Harkimer. | 7. David Brass.      |
| 2. Joseph Forsyth.   | 8. Willm. Aitkinson. |
| 3. Geo. Farley.      | 9. Laur'e. Harkimer. |
| 4. Thos. McFarland.  | 10. Peter Smith.     |
| 5. Alex'r. Aitkin.   | 11. Nath'l. Lines.   |
| 6. Mic'l Grass.      | 12. Wm. Johnson.     |

Who being charged to say and declare the truth of the matter contained in the said declaration, and having examined the pleadings, and exhibits filed in this cause, and heard the evidence on both sides, and the said jury having returned into court and being called by their foreman, Mr. Jos. Forsyth, say that the defendant shall pay the plaintiff the sum of six pounds and sevenpence, together with ten shillings and tenpence costs, and that the plaintiff shall pay —.

The Court having considered the verdict of the jury do order accordingly that the plaintiff shall recover of the defendant the said sum of six pounds and sevenpence, with ten shillings and tenpence costs, and that the plaintiff do pay the remaining costs of this suit, taxed at six pounds fifteen shillings and eightpence.

WEDNESDAY, 8th JULY.

The Court met pursuant to adjournment.

Present: Neil McLean and James Clark, Esquires.

Rich'd Cartwright  
vs.  
Alex'r Grant.

The plaintiff appears pursuant to order of Wednesday, the first inst., and informs the Court that his demand on the defendant is only for the sum of twenty-one pounds fourteen shillings and threepence currency, for which sum he produces drafts endorsed by the defendant which appear to be yet unpaid. The plaintiff further says that the said bills were taken by him in order to receive value for them on account of the defendant from the person on whom they were drawn, and that the plaintiff had used

every means to procure payment, but that he had never received any part of it, therefore prays judgment may be obtained against the defendant for said sum. The plaintiff also informs the Court that he took the earliest opportunity to inform the defendant of the non-acceptance of said drafts which appears by copy of a letter exhibited in court, dated 28th March, '87, and it appears to the Court that had the defendant kept these drafts in his own possession they could not have been recovered. That the defendant was formerly a sergeant in I. John Patisson's Batt., and at the time that regiment was reduced the defendant left his place, and from that time until the date said letter was wrote the plaintiff was not informed of his place of residence.

The defendant being again duly called made default.

The Court having examined the draft exhibited filed in this cause do order that the plaintiff shall recover of the defendant the sum of twenty-one pounds, fourteen shillings and threepence, together with costs taxed at three pounds, three shillings and threepence.

The plaintiff appears and prays that this cause may be tried on Monday next. The Court orders that this cause may be tried as prayed.

Thomas Sparham  
vs.  
John Ferguson.

#### MONDAY, 13th JULY.

The court met pursuant to adjournment.

Present: Richard Cartwright and Neil McLean, Esquires.

The plaintiff appears pursuant to order of Wednesday last. The defendant being called, it appears to the Court that from sickness the defendant could not attend. It is therefore considered that the cause may be tried on Wednesday, 16th Sept., next term.

Thomas Sparham  
vs.  
John Ferguson.

The Court adjourned to Wednesday, 16th Sept.

#### WEDNESDAY, 16th SEPTEMBER.

SEPTEMBER  
TERM.

Present: Richard Cartwright and Neil McLean, Judges.

The Sheriff returned that he has summoned the defendant. The plaintiff being duly called does not appear.

John Ferguson  
vs.  
John Clunes.

The Sheriff returned that he has summoned the defendant.

James Conner  
vs.  
Geo. Singleton.



The plaintiff appears in person and filed declaration.  
The defendant being duly called made default.

Samuel Sherwood  
vs.  
Israell Ferguson.

The Sheriff returned that he has summoned the defendant.

The plaintiff being duly called does not appear.

Thomas Sparham  
vs.  
John Ferguson.  
(From last Term.)

The plaintiff being called does not appear.

The Court adjourned to Wednesday, the 23rd inst.

### WEDNESDAY, 23rd SEPT., 1789.

The Court met pursuant to adjournment.

Present: Richard Cartwright and Neil McLean,  
Esquires.

John Ferguson  
vs.  
Phil. Dorland.

The Sheriff returned that he has by virtue of an execution to him directed taken the issued lands of the said Phil. Dorland, consisting of, etc.

James Connor  
vs.  
Geo. Singleton.

The defendant being this day called pursuant of Rule of Court on Wednesday last, it appears by a certificate exhibited and filed that the defendant is incapable of attending from sickness.

The plaintiff prays that this cause may be ordered for trial on the first day of next term.

The Court do order it accordingly.

A petition has this day been exhibited and filed by Jno. Jost Harkimer in behalf of himself and Thoms. Busby, praying of the Court that the property of Lawrence Eldman may be seized to satisfy them and other creditors for the just debts of said Eldman. The Court declined for the present making any order thereon, because Rich'd. Cartwright, one of the judges, being interested, as one of the creditors.

The Court adjourned to Wednesday the 30th inst.

### WEDNESDAY, 30th SEPTEMBER.

The Court met pursuant to adjournment.

Present: The same Judges.

The Court adjourned to Friday the first day of January next.

SATURDAY, THE 2nd DAY OF JANUARY, 1790.

COURT OF  
COMMON PLEAS.

The Court met pursuant to adjournment.

Present: The Honourable Richard Cartwright and the Honourable Neil McLean, Esquires.

The Sheriff returned that he has duly summoned the defendant.

John Jost  
Herkimer  
vs.  
Lawr'e Eldman.

The plaintiff appears and filed his declaration.

The defendant being called made default.

The plaintiff prays that the default may be recorded.

The Court do order that same be recorded.

The Sheriff returned that he has duly summoned the defendant.

Peter Clark  
vs.  
James Connor.

The plaintiff appears in person and filed his declaration. The defendant also appears.

The plaintiff produces the defendant's note of hand payable the 14th day of October last for the sum of fifteen pounds. The defendant produces an order from Lt. Robt. Mackworth for a horse, carriage and harness, cushions, etc., left with the plaintiff for sale, and for which the defendant gave his note of hand to the plaintiff, which order the plaintiff allows to have been tendered to him by the defendant previous to his coming to court.

The plaintiff, being examined on oath, declares that Mr. Mackworth being in his debt, he would not have delivered the articles above mentioned to Mr. Mackworth's order even had he not have disposed of them, and consequently not the note he seized for the sale of them.

Philip P. Lansingh, Esq., being sworn at the request of the defendant, deposeth that the plaintiff told him on producing Mr. Mackworth's order that Mr. Mackworth was not indebted to him and that he might safely advance him six pounds.

On question by the plaintiff the deponent acknowledges that he did not produce Mr. Mackworth's order to the plaintiff till the day after Mr. Mackworth's departure, but persists in affirming that the plaintiff told him Mr. Mackworth was not in debt.

The Court does order that the plaintiff shall produce his account with Robert Mackworth on Friday next, the 8th inst., and that judgment shall be given in this cause on that day.

The Court adjourned to Friday next.

## FRIDAY, 8th JANUARY, 1790.

The Court met pursuant to adjournment.

Present: The same Judges.

Peter Clark  
vs.  
James Connor.  
(From Saturday  
last.)

The plaintiff appears in person and filed replication.

The defendant being called, P. Lansing, Esq., appears and informs the Court that the defendant is not able to attend from sickness.

The Court therefore order that judgment may be given in this cause on Monday next.

Peter Clark  
vs.  
William Bell.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed declaration.

The defendant being duly called made default.

The plaintiff prays that the default be recorded.

The Court order that default be recorded and that the defendant be called on Friday next and that judgment may be given in this cause.

Messrs. McAuley  
& Markland  
vs.  
Moore Wolvende  
Hovenden.

The Sheriff returned that the defendant was duly summoned.

The plaintiff appears and filed declaration.

The defendant made default.

The plaintiff prays that default be recorded.

The Court order that the default be recorded and that this cause may be heard on Friday next.

John Ferguson  
vs.  
Alex'r Fisher.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff being called does not appear.

The defendant appears in person and prays that this cause be dismissed with costs to be paid by the plaintiff, taxed at three pounds, one shilling and eightpence.

The Court adjourn until to-morrow at ten o'clock.

## SATURDAY, 9th JANUARY.

The Court met pursuant to adjournment.

Present: The same Judges.

John Jost  
Harkimer  
vs.  
Lawrence Eldam.  
(From Saturday  
last.)

The plaintiff appears in person.

The defendant being again called made default.

The Court do therefore proceed to examine the demand of the plaintiff.

The plaintiff exhibits an account amounting to the sum of nineteen pounds, eighteen shillings and eightpence, to



which amount is included a charge of three pounds, fifteen shillings for Thos. Busby which does not appear to be duly authenticated and attested.

The Court do order that the same be deducted, and the plaintiff having made oath that the balance of sixteen pounds, three shillings and eightpence is justly due him by the defendant, adjudge that the defendant shall pay the plaintiff the aforesaid sum of sixteen pounds, three shillings and eightpence, together with costs of suit taxed at three pounds, six shillings and ninepence.

The Court adjourned to Monday next.

MONDAY, 11th JANUARY.

The Court met pursuant to adjournment.

Present: The same Judges.

Brought on from Saturday last.

Peter Clark

vs.

James Connor.

(From Saturday last.)

The Court having duly considered the merits of this cause do dismiss the suit with ordering that the defendant do pay fifteen shillings and ninepence costs, that amount having been incurred previous to his tendering Lieut. Mackworth's order to the plaintiff in discharge of his (the defendant's) note, the remaining sum of forty-five shillings costs in this suit to be paid by the plaintiff.

The reasons on which they ground their decision are as follows:—

It appears by his own avowal that the plaintiff was agent for Robt. Mackworth in disposing of a horse, carriage and harness, for which the note of hand in question was given. It appears also by the order given by Lieut. Mackworth to P. Lansing, Esq., and by him endorsed to the defendant that it was the intention of the said Mackworth to take the said property or proceeds thereof out of the plaintiff's hands and commit it to the disposal of the said Lansing, and on this ground they think the order a fair and equitable sett off against the note, as it must of course discharge the plaintiff from any claim against him by his principal. And whereas the plaintiff did allege that Lt. Mackworth, the proprietor of the effects in question, was in his debt, and that were he to part with the proceeds he should lose his debt. The Court thought it reasonable that he should be allowed so much as would indemnify him, and with this intent did order that he should produce the state of said debt in Court, but he not having complied with said order, on excuses that appear frivolous and even imply a contempt of Court, they must consider his allegations as ill-founded.

Peter Shultz  
vs.  
William Carsons.

The Sheriff returned that he has summoned the defendant.

The plaintiff appears in person and filed declaration.

The defendant also appears in person, and informs the Court that he did not take any advantage of the plaintiff as alleged by him in said declaration, but that the plaintiff made proposal to him that he should take his lands and tenements and all his property whatsoever in consideration of his taking him into his family and maintaining him during his life, and that he did not take advantage of his bad health or his being insensible, as alleged by the plaintiff, but that the plaintiff understood the agreement between them and was well satisfied therewith, and further with respect to the value of said property the sum stated in the declaration exceeds the real value, as the quantity of several of the articles are exaggerated and no certain quantity was ever ascertained, and all this he is ready to prove.

The plaintiff further informs the Court and persists in affirming that he never did propose any agreement in the manner stated by the defendant, but that the defendant came to the plaintiff's house and asked him to take some liquor and brought a writ (P) with him which he asked the plaintiff to sign, and said the purport of it was that he should take him to his (the defendant's) house and that he would take care of him and furnish him with necessaries during his illness, that the plaintiff should satisfy him for his trouble and expense, if he should recover his health, and that if he died he should leave him all his property, and, further, the plaintiff desired the defendant to defer executing any writings until he (the plaintiff) should be in better health, but the defendant urging him to sign the paper he had brought with him, the plaintiff did put his hand to the pen without knowing what he was doing, or the contents of the said paper, and after this he removed to the defendant's house, but as soon as he recovered his health he proposed satisfying the defendant and returning to his own house. Upon which the defendant threatened to stick him through the body with a pitchfork and said he would set fire to the house if he did return to it, and during his stay at the defendant's house he was ill-used and treated as a slave, all of which he is ready to prove.

The depositions of Nathaniel Hale, Edward Hicks, Andrew Hesse, and Francis Keefer were taken and the same are duly filed. The agreement and bonds in this cause are also filed.

The Court adjourned to Friday next, the 15th inst.

FRIDAY, 15th JANUARY.

The Court met pursuant to adjournment.

Present: The same Judges.

It appears upon considering the evidence in this cause that the plaintiff's allegation is ill-founded, and that his agreement with the defendant was executed with due deliberation and for a good consideration, the court do therefore consider the defendant as having a just right to every part of the plaintiff's property expressly conveyed to him, but no other, and he therefore can have no claim upon any money, or clothes of the plaintiff or any debts due to him. And as it further appears to have been the intention of the parties that the plaintiff by the cession of his property to the defendant should procure himself a comfortable asylum in the plaintiff's family for the rest of his life, the Court to adjudge that the defendant shall enter into bond for himself and his heirs under the penalty of £200, that he will not beat or otherwise ill-treat the plaintiff, nor require of him more than moderate labour, but that he will find and provide for him sufficient meat, drink, clothing, waiting and lodging, in sickness and in health, and at his death give him decent burial.

And whereas it does not appear to the Court that the defendant hath hitherto violated any of the above conditions respecting the plaintiff they do therefore adjudge that the defendant be dismissed from this action and that the plaintiff pay the costs taxed at eight pounds, twelve shillings and one penny.

The plaintiff appears in person. The defendant being again duly called this day made default.

The plaintiff produces and filed an obligation of the defendant for the amount of one hundred and twenty pounds currency, as part of his demand against the defendant, he likewise exhibits and filed an account currency by which there appears to be a balance of fifteen pounds, thirteen shillings and sixpence coming to the plaintiff, which sum the plaintiff makes oath to be justly due to them by the defendant, and there likewise appears to be the further sum of twenty-six pounds, nineteen shillings due to the plaintiff for interest on the aforesaid obligation.

The Court do therefore order and adjudge that the plaintiff shall recover of the defendant the sum of one hundred and thirty-five pounds, thirteen shillings and sixpence for his said debt, and the further sum of twenty-six pounds

Peter Shultz  
vs.  
William Carsons.  
(From Monday  
last.)

Robert Macaulay  
and Thomas  
Markland  
vs.  
Moore W.  
Hovenden.

(From Friday  
last.)



nineteen shillings for interest on the said obligation. In all amounts to the sum of one hundred and sixty-two pounds, twelve shillings and sixpence, with cost of suit taxed six pounds, seventeen shillings and sevenpence.

Peter Clark  
vs.  
William Bell.  
(From Friday  
last.)

The defendant being again called this day made default.

The plaintiff appears in person and exhibits a written acknowledgement of the defendant for five pounds, likewise a promissory note for the sum of seven pounds, eight shillings and eightpence, in all amounting to the sum of twelve pounds, eight shillings and eightpence.

The Court do order and adjudge that the plaintiff shall recover of the defendant the sum of twelve pounds, eight shillings and eightpence currency, with costs of suit taxed at three pounds, five shillings and tenpence.

The Court adjourned to Tuesday, the 16th day of March next.

### MARCH TERM.

MARCH TERM.

TUESDAY, 16th MARCH, 1790.

The Court met pursuant to adjournment.

Present: The two Judges.

John Jost  
Harkimer  
vs.  
Lawrence Eldam.

The plaintiff having obtained an execution against the goods and chattels, lands, and tenements of the defendant for judgment obtained the 8th day of January last, the Sheriff returned that the defendant had not any goods or chattels that he could find within his district, whereof he could levy any part of said judgment, as by the said execution he was commanded.

Messrs. Macauley  
& Markland  
vs.  
Moore W.  
Hovendon.

The plaintiff having obtained an execution against the goods and chattels, lands and tenements of the defendant, for judgment obtained the 15th January last, the Sheriff returned that the defendant has not any goods or chattels that he could find within his district whereof he could levy any part of said judgment as by the said execution he is commanded.

Joseph Allen  
vs.  
Titus Simons.

The Sheriff returned that he has duly summoned the defendant to appear this day.

The plaintiff appears in person, and filed declaration.

The defendant also appears in person and denies that he is indebted to the plaintiff as set forth in said declaration.

It does not appear to the Court that the parties are prepared to satisfy them in this cause. They therefore order that this cause may be tried on Thursday, the 25th inst.

The Sheriff returned that he has duly summoned the defendant to appear this day.

Joseph Forsyth  
vs.  
Geo. Finkle, Jun.

The plaintiff appears in person and filed declaration.

The plaintiff prays that this cause may be tried on Tuesday next.

The Court order that this cause may be tried as prayed.

The Court adjourned to Tuesday next, the 23rd inst.

### TUESDAY, 23rd MARCH.

Present: Richard Cartwright, Esq.

The Sheriff returned that he has duly summoned the defendant to appear this day.

James Clark, Jun.,  
vs.  
John Cascallion.

The Sheriff returned that he has duly summoned the defendant to appear this day.

James Clark, Jun.,  
vs.  
Titus Simons.

The Sheriff returned that he has duly summoned the defendant to appear this day. By consent of the parties this cause will be tried on Friday, the 2nd July.

William Terks  
vs.  
Joseph Carnahan.

Neil McLean, Esq., one of the Judges, being unable to attend from sickness, no business can be done.

The Court adjourned to Thursday next, the twenty-fifth inst.

### THURSDAY, 25th MARCH.

Present: Richard Cartwright, Esq.; Neil McLean, Esq.

The plaintiff appears and produces the defendant's promissory note for the sum demanded in the declaration.

James Clark, Jun.,  
vs.  
John Cascallion.

Phil. Lansingh appears for the defendant and produced a certificate from Jac. Gill, Jun., of the defendant's ill-state of health, which prevents his appearance, and prays that this cause may be tried next term.

(From Tuesday last.)

The Court does order that this cause may be tried on Thursday, the first day of July next.

The plaintiff appears and filed declaration.

The defendant being duly called made default.

The plaintiff prays that the default may be recorded.

James Clark  
vs.  
Titus Simons.  
(From last adjt.)

The Court so orders.

The defendant now appears and prays that the default may be taken off.

The plaintiff exhibits to the Court the defendant's promissory notes payable to George Peter Hoyle or order for the sum set forth in the declaration, endorsed to Jas. Clark, Esq., or order, for value received in account.

The defendant appears in person and pleads that the said notes are endorsed payable to James Clark, Esq., and that the plaintiff in this cause is not the said Jas. Clark, Esq.

The plaintiff produces a power of attorney from James Clark, Esq., constituting him his agent, to transact his business in general.

The Court orders that they will consider further the merits of this cause and determine the plaintiff's right to recover the said debt on Saturday next; another judgment will then be given in this cause.

Frederick Romer  
vs.  
John Dingman.

The Sheriff returned that he has duly summoned the defendant to appear this day.

The plaintiff appears and filed declaration.

The defendant also appears in person and exhibits and filed a written agreement made between the parties, Peter Collier and James Williams being called and sworn.

The defendant informs the Court that the plaintiff has no just grounds for the complaint set forth in the declaration, but that he has at all times used the plaintiff well and performed every part of his agreement with the plaintiff, notwithstanding that the plaintiff has often behaved in a very unbecoming manner to him and his wife, and has often without any provocation called him liar and other opprobrious names, and has complained that he wanted provisions without any cause.

The Court having heard the parties and the evidence in this cause do consider that the plaintiff has no just grounds for complaint; they do therefore order this cause to be dismissed with costs to be paid by the plaintiff.

Joseph Allen  
vs.  
Titus Simons.

The plaintiff appears in person and prays that a special jury may be summoned to try this cause on Saturday, the 27th inst.

The Court does order that a venire may be issued as prayed.

The Court adjourned to Saturday next.



SATURDAY, 27th MARCH.

The Court met pursuant to adjournment.

Present: The same Judges.

Brought on from last adjournment.

The Court having duly considered the merits of the defendant's plea are of the opinion that the cause be dismissed: 1st, because the power of attorney produced by the plaintiff is not legally authentic, there being no subscribing witness to the execution thereof. 2nd, admitting it to have been authentic, it remains a doubt whether it would authorize the plaintiff to prosecute on this case, the notes being endorsed particularly to James Clark, Esq. It would appear that his endorsement would be necessary to authorise the claim of any other person. 3rd, the declaration ought in all events to have been laid in the name of the principal, not of the agent.

James Clark

vs.

Titus Simons.

(From last adjt.)

The Sheriff returned that he has duly summoned the jury as per pannel annexed to the venire.

The plaintiff appears in person.

The defendant also appears in person.

Joseph Allen

vs.

Titus Simons.

(From last adjt.)

The jury called and sworn were:—

- |                     |                       |
|---------------------|-----------------------|
| 1. Joseph Forsyth.  | 7. Jno. Ferguson.     |
| 2. Geo. Farley.     | 8. John Jost Harkimer |
| 3. Don'l. McDonell. | 9. James Richardson.  |
| 4. Jno. Symington.  | 10. Nat'l. Lyons.     |
| 5. Arch. Thomson.   | 11. David Brass.      |
| 6. Thomas Markland. | 12. James Robins.     |

Witnesses for the plaintiff sworn: Will'm. Bell, John Mc Mann.

Witness for defendant: Gilbert Sharp.

The jury retired to consider of their verdict, and having returned into court, by their foreman, Joseph Forsyth, say that for want of sufficient evidence that they decline giving any verdict at present, as they do not think they can do it with justice to the parties.

The Court do order that the jury do again withdraw to consider further on their verdict.

The jury having again withdrawn to consider on their verdict, returned into court, and by their foreman, Joseph Forsyth, say that the plaintiff has not substantiated his demand of one hundred and twenty-three pounds against the defendant, and that the defendant is not indebted to the plaintiff that sum, but that the defendant is indebted

to the plaintiff a greater sum than the amount of the defendant's promissory note exhibited in court.

The jury having again retired to consider their verdict, returned into court.

The plaintiff being duly called made default.

The Court ordered that the jury be discharged without giving their verdict, and that this cause be dismissed with costs to be paid by the plaintiff.

#### TUESDAY, 30th MARCH.

The Court met pursuant to adjournment.

Present: The same Judges.

The Court adjourned until to-morrow.

#### WEDNESDAY, 31st MARCH.

The Court met pursuant to adjournment.

Present: The same Judges.

Messrs. Macauley  
& Markland  
vs.  
James Connor.

The Sheriff returned that he has duly summoned the defendant to appear this day.

Thomas Markland appears for the plaintiff and filed declaration, stating that the defendant is indebted to the plaintiff the sum of forty-three pounds, eighteen shillings currency for balance of account due them.

The defendant appears in person and states that the accounts rendered him by the plaintiffs were very inaccurate, and many charges made against him which he could not agree to settle in the state it was rendered him, and that the overcharges amount to one pound, eleven shillings and sixpence. The defendant further declares that he is not indebted to the plaintiffs, but that there is a balance due him and produces an account against Robt. Macauley for medicine and attendance, amounting to the sum of fifty pounds.

The plaintiffs, on question by the Court, says that he does not conceive the house of Macauley and Markland to be liable for any private debt contracted by either of them, and, further, that Robert Macauley has a private account against the defendant not included in the amount set forth in the declaration.

It is the opinion of the Court that they will require time to deliberate on the merits of this cause, do order that the parties may appear in this court of Common Pleas on Thursday, the first day of July next.

The Court adjourned to Thursday, the first day of July next.

THURSDAY, JULY 1st, 1790.

JULY TERM.

The Court met pursuant to adjournment.

Present: The Honourable Richard Cartwright, Jun.,  
and the Honourable Neil McLean, Esquires.

The Sheriff returned that he has duly summoned the defendant to appear this day.

Joseph Allen  
Plaintiff,  
vs.  
Titus Simons,  
Defendant.

The plaintiff appears in person and prays the Court that this cause may be tried next term because the evidences that he has subpœnæd do not appear, which are material to this cause.

The defendant also appears in person and prays that this cause may be tried at a short day this term, because it is the plaintiff's business to be ready for trial.

On motion of the plaintiff the Court does order that this cause may be tried on the first day of September term next, as it does not appear that there has been any neglect on the plaintiff's side to procure the necessary evidences.

The Sheriff returned that he has duly summoned the defendant to appear this day.

James Robins,  
Plaintiff,  
vs.  
Willett Casey,  
Defendant.

The parties being called it appears to the Court by evidence that the plaintiff cannot attend from sickness. The Court does order that this cause may be tried on Saturday next.

The Sheriff returned that he has duly summoned the defendant by having left a true copy of the writ and declaration in the hands of a grown person at the late place of dwelling of the defendant.

Lewis Kotte,  
Plaintiff,  
vs.  
Law'e Eldam,  
Defendant.

William McVay, Esq., appears for the plaintiff and produces and filed his power of attorney, which is admitted by the Court.

The defendant being duly called made default.

The attorney for the plaintiff prays that default may be recorded.

The Court do order that the default is recorded accordingly.

A writ of capias having been issued against the body of the defendant, the Sheriff returned that he has taken the body of defendant.

Allen McLean,  
Plaintiff,  
vs.  
George Farley,  
Defendant.

The plaintiff appears in person.

James Clark, Junr., appears for the defendant and produced a power of attorney which the Court do consider



to be sufficiently authentic, and prays the Court that whereas the plaintiff has never delivered a copy of the declaration as required by law, by which reason the defendant cannot be ready for trial, therefore, prays that the Court may order this cause for next term.

On motion of the defendant the Court do order that this cause may be tried the first day of September term next.

John Jost  
Harkimer,  
Plaintiff,  
vs.  
Lawrence Eldam,  
Defendant.

The Court having issued execution against the lands and tenements of the defendant, the Sheriff has returned that he has seized as belonging to the defendant a lot of land in the First Township No. 23, containing 100 acres, and has duly authorised the same for sale on Tuesday, the 20th day of July instant.

Messrs. McAuley  
& Markland  
vs.  
Moore Wols'e  
Hovendon.

Execution having issued against the lands and tenements of the defendant, the Sheriff returned that he has seized as belonging to the defendant three different lots of land lying on the carrying place, Little Lake, viz., one-half of lot No. 20, consisting of 100 acres; lot No. 21, consisting of 200 acres; and lot No. 22, consisting of 200 acres, in all five hundred acres of land, which remain unsold by reason of a caveat being lodged in his office on the 16th day of April last by Mr. Joseph Allen, claiming the said lands to be his property, and that he waits the further determination of the Court thereon.

The Court do order that the said Joseph Allen's title to the said lands shall be tried on Thursday, the fifteenth inst.

Robt. Hamilton  
and Rich'd Cart-  
wright, Merchants,  
Plaintiffs,  
vs.  
Alexander Grant,  
Defendant.

Execution having issued against the goods and chattels, lands and tenements of the defendant, the Sheriff returned that the defendant has no goods or chattels, lands or tenements in his district whereon he could levy any part of the debt or costs as commanded him to do.

Macauley & Mark-  
land, Plaintiffs,  
vs.  
James Connor,  
Defendant.

(From March  
Term last.)

The plaintiffs appear in person.

The defendant being duly called made default.

The plaintiff prays that his objection of the 30th inst. may be withdrawn, and that the accounts for and against Robt. Macaulay already exhibited and filed may be entered and considered in this action.

The Court do accordingly order that the said accounts may be admitted in this action as prayed and that the action may be proceeded on these grounds.

The Court adjourned until to-morrow at 10 o'clock in the forenoon.

FRIDAY, 2nd JULY, 1790.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff appears in person and prays that issue may be joined.

The defendant also appears in person and objects to any further proceedings in this action, because the original writ has been served on him instead of a copy, and that the Court cannot legally proceed thereon.

It appears to the Court by the evidence of the Sheriff that the copy of the summons and declaration was duly served on the defendant, and that he has since obtained the original by a mistake of the Sheriff.

The defendant further objects that the plaintiff in his declaration does not sufficiently describe the said 100 acres of land, and that the plaintiff should point out the same and prove his title to it.

The plaintiff informs the Court that the said land consists of the half of lots Nos. 21, 22 and 23, in the second Concession of Adolphustown, which were duly granted to his deceased father, Isaac Yerks, by a certificate from Government, which he is ready to prove.

The defendant says that he is entitled to the whole of the said lots and that the plaintiff has no right to any part of them, and is ready to prove the same.

The plaintiff says that in the year 1784 his father, the late Isaac Yerks, received a certificate for one hundred acres of land jointly with the defendant, and after making some little improvement which was supposed necessary for securing his title, he had occasion to take a journey to the States in 1785. That in the meantime he resided in the family of the defendant, whom he left his attorney to keep possession of the lot, suggesting that it would be otherwise in danger of being taken from him. That his father returned in the year 1787, and immediately took possession of the premises and built a house thereon, in which he lived till about August, 1788, at which time he died. That, without any further authority, the defendant took possession of the premises and doth still hold them to the wrong of the lawful heir and administrators.

Evidence called by the plaintiff, viz., John German, Christ'r German, Henry Johnson, Simon Chorly, Michael Sloom, and Abraham Maby; the said witnesses were duly sworn and their depositions taken and filed. The defendant sayeth that he has taken possession of the lands in question partly in consequence of a deed of gift from the

William Yerks,  
Plaintiff,

vs.

Joseph Carnahan,  
Defendant.

(From 23rd  
March.)

original proprietor, Isaac Yerks, and partly from considering them as vacant, by Yerks relinquishing them to the defendant's lawyer, Mr. Knotte. Evidence called by the defendant, Jno. Baker, sworn and his deposition filed.

The Court will deliberate on the merit of the cause and give judgment on Thursday next.

SATURDAY, 3rd JULY, 1790.

Present: The same Judges.

James Robins  
vs.  
Willett Casey.  
(From Thursday  
last.)

The plaintiff appears in person and produces a promissory note, dated the 8th day of October, '89, payable to John Hyck or order.

The defendant also appears in person and sayeth that this cause should be dismissed with costs, because that he is summoned by Jas. Robbins, plaintiff, and the declaration is signed John Hyck, which is contrary to the ordinance of this province.

The Court having observed the said summons and declaration which appears to be issued in the manner stated by the defendant they do therefore consider that this action be dismissed with costs to the defendant, taxed at four pounds, three shillings and threepence.

Macaulay &  
Markland  
vs.  
Jas. Connor.

The defendant appears in person and prays that default may be taken off, and prays that this cause may be tried on Monday next.

The Court, by the consent of the parties, do order that this cause may be tried as prayed.

James Robins,  
Plaintiff,  
vs.  
Willett Casey,  
Defendant.

And the defendant cometh in person into this court, and for plea in bar to the declaration of plaintiff in this cause or to so much thereof as is necessary for him to answer, sayeth that the declaration and the matter therein contained is not sufficient in law to maintain the said action, nor is he bound by the law of the land to answer thereto, inasmuch as it appears that a summons has issued for the plaintiff against the defendant on the declaration and prayer of John Huyck, not the plaintiff himself, which is contrary to the ordinance of the province of the 25th of his present Majesty's Act first, which lays down the manner of proceedings in action above the value of £10 sterling in the courts of this province. Wherefor the defendant prays to be hence dismissed, with his costs in this behalf most unjustly sustained.

The Court adjourned to Monday next, the 5th inst.



MONDAY, 5th JULY, 1790.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff, Thomas Markland, produces Robert Macauley's account against the defendant for a box medicine, charged sixty pounds, which is by order of Court added to the amount demanded in the declaration.

Messrs. Macauley  
& Markland  
vs.  
James Connor.  
(From Saturday  
last.)

The defendant does also appear in person and alleges that the said chest of medicine was not really worth sixty shillings, and that no specific price was agreed on by the parties when the said chest of medicine was delivered, which is not denied by the plaintiff. The plaintiff also produces his account against Robt. Macauley for medicines and attendance in curing a broken leg, amounting to fifty pounds.

The plaintiff objects to the said account and declares that the charge is exorbitant for the medicine and attendance that have been given.

The defendant, in this case, alleges that his charge is not extravagant nor without a precedent, and that the cure he performed was of a dangerous nature and that he is justly entitled to the amount he demands for the said cure.

Mr. Joseph Forsyth being called by the defendant, upon oath declares that he heard it publicly reported in Montreal that Mr. Murray had paid Doctor Bleak fifty pounds for curing a broken leg, which was allowed by the Court in that district.

The Court do not consider themselves competent to judge of the nature of the defendant's charge without consulting the opinion of professional men upon the subject, and do therefore call upon Jas. Latham and James Gill, surgeons, for their opinion.

On question by the Court: Mr. Latham says he has not attended cases of this kind in this province, and that their charges generally depend on the circumstances of the patient; that he has known from two pounds to one hundred guineas paid for cures of that kind.

Question by the Court: On considering all the circumstances in this case, as a professional man, what would you think yourself entitled to charge? Mr. Latham answers that he would think himself very honourably paid by thirty guineas.

Question of Court: Would you think yourself entitled to charge so much? Answered that he certainly would.

Question by the Court to James Gill: Have you attended cases of the nature of that now before the Court, in this province?

Answer: I have not attended any but amongst soldiers.

Question by the Court: Are you not acquainted what charges are made in suit cases by professional men in this province?

Answer: That he has known from ten to seventy pounds charged, according to circumstances.

Question by the Court: What would you think yourself entitled to charge for a case of this kind, considering all the circumstances?

Answer: That he would charge at least ten pounds for each fracture.

Question by the Court: Do you include anything for medicine in the charge you have mentioned?

Answer: That he does not include anything for medicine, but merely for reducing the fracture.

The Court having heard the parties and the evidence in this case, will take time to deliberate on the merits and give judgment on Thursday next.

The Court adjourned to Thursday next.

#### THURSDAY, 8th JULY, 1790.

The Court met pursuant to adjournment.

Present: The same Judges.

William Yerks  
vs.  
Joseph Carnaham.

The Court having duly considered the merits of this action do order and adjudge that the plaintiff William Yerks be put in possession of the premises in the space of one month, that is to say, the whole of lots Nos. 23, and such moiety of No. 22 as shall be equal to the full half of the whole three lots Nos. 21, 22 and 23, and that the defendant do pay the costs of this suit, taxed at £7 8s. 11d.

Messrs. Macauley  
& Markland  
vs.  
James Connor.

The Court having duly considered the merits of this action do order and adjudge that the plaintiff shall recover of the defendant the full sum of thirteen pounds, six shillings and sixpence currency of this province, and that the defendant do pay costs of suit.

John Ferguson  
vs.  
Abe. Fisher.

The Sheriff returned that he has duly summoned the defendant to appear this day.

The plaintiff appears in person.

The defendant being duly called made default.

The plaintiff prays that the default may be recorded.

The Court does order that the default be recorded.

The Sheriff returned that he has duly summoned the defendant to appear this day.

John Connor  
vs.  
John Edgar.

The plaintiff appears in person.

The defendant does also appear in person.

The Court do order that this cause may be heard to-morrow.

The Sheriff returned that he has duly summoned the defendant to appear this day.

Macaulay &  
Markland  
vs.  
John Howard.

The plaintiff appears by Thos. Markland in person.

The defendant also appears in person.

The plaintiff produced and filed an account against the defendant, amounting to the sum of sixty-one pounds, six shillings and fivepence halfpenny currency, and says that is the exact sum due by the defendant.

The defendant does acknowledge himself justly indebted to the plaintiff for the said sum of sixty-one pounds, six shillings and fivepence halfpenny currency.

The Court do therefore order and adjudge that the plaintiff shall recover of the defendant the sum of sixty-one pounds, six shillings and fivepence for his said account, and the further sum of seven pounds, ten shillings for interest on his promissory note, together with the costs of suit.

The Sheriff returned that he has duly summoned the defendant.

Joseph Forsyth  
& Co.,  
vs.  
John Howard.

The plaintiff appears in person and filed declaration.

The defendant also appears in person and acknowledged himself indebted to the defendant the sum demanded by the plaintiff in his declaration.

The Court do therefore order and adjudge that the plaintiff shall recover of the defendant the sum of fifty-one pounds, one shilling and elevenpence currency for his said debt, together with costs taxed at —.

The Sheriff returned that he has duly summoned the defendant to appear.

Titus Simons  
vs.  
Joseph Allen.

The plaintiff appears in person.

The defendant also appears in person and prays that this cause may be tried next term, because from the short notice given him he is not prepared for trial, particularly for want of material witness.

The plaintiff says he has no objection to this cause being tried next term, and prays that it be entered for trial on the second return day of next term.

The Court do therefore order that this cause may be tried on the second return day of next term.



Lewis Knotte  
vs.  
Lawrence Eldam.  
(From Thursday  
last.)

William McKay appears for plaintiff.

The defendant being again called according to Rule of Court does not appear.

The Court do therefore order that the plaintiff may proceed to prove his demand.

On motion of the plaintiff the Court do order that this cause may be tried on Thursday, the fifteenth inst.

The Court adjourned till to-morrow at ten o'clock.

### FRIDAY, 9th JULY.

The Court met pursuant to adjournment.

Present: The same Judges.

John Connor  
vs.  
John Edgar.  
(From yesterday.)

The plaintiff appears in person.

The defendant also appears in person, and says that he is not indebted to the plaintiff, but, on the contrary, the plaintiff is considerably in his debt.

The plaintiff persists that the defendant is indebted to him the sum of fourteen pounds, eleven shillings currency, which he is ready to prove.

Robt. Pendle, upon oath, declares that to the best of his knowledge his wife was never at the defendant's house more than three times during the residence of the plaintiff there.

Thomas Burnett, upon oath, declares that he lives near the farm of the defendant, and that during the plaintiff's residence there he did not observe any improvement made worth notice.

Upon question by the Court, he says that had any improvement been made, such as a man would make in less time than forty days, he certainly should have taken notice of it, and this deponent further says that the plaintiff had told him that the defendant had taken him and his family into his house at a time they were much distressed.

It appears that in the fall of 1787, about October, the plaintiff with his family, a wife and two children, were admitted into the defendant's house, where he resided till the latter end of March. By his own avowal he brought with him no other provisions than a bag of flour, about  $3\frac{1}{2}$  bushels, and 3 bushels of corn he afterwards gave the defendant. It appears that he was employed by the defendant only to thrash 22 bushels of grain, and many of the articles he charges appear absolute fabrications. Even he himself allows that he would not have made any demand against the defendant if the defendant had not made out an account against him.

The Court are clearly of opinion that the plaintiff hath no just demand against the defendant, and do therefore dismiss the suit and order the plaintiff to pay the costs taxed at £2 15s. 10.

The defendant appears in person and prays that default of yesterday may be taken off and that this cause may now be tried.

John Ferguson  
vs.  
Alex'r Fisher.

The plaintiff also appears in person and is ready to prove his demand to be just.

The Court do therefore order that this cause may now be heard.

The plaintiff produces his account against the defendant amounting to the sum of seventeen pounds ten shillings, and a charge of interest amounting to three pounds, three shillings currency.

The defendant denies that he is indebted to the plaintiff the said account, and exhibits an account against the plaintiff amounting to thirty pounds, nine shillings and fourpence.

The Court having fully heard the parties and filed the different papers produced by the parties in this cause, will deliberate on the merits of the cause and give judgment on Thursday next.

The Court adjourned to Thursday next.

#### THURSDAY, 15th JULY.

The Court met pursuant to adjournment.

Present: The same Judges.

William MacKay appears for the plaintiff and prays that this cause may be referred for trial to the first day of next term.

Lewis Kotte  
vs.  
Lawr'e Eldam.

(From the 8th  
inst.)

The defendant being duly called made default.

The Court on motion of the plaintiff do order that this cause may be tried on the day prayed.

The plaintiff appears in person. The defendant being duly called made default.

John Ferguson  
vs.  
Alexander Fisher.

(From the 8th  
inst.)

The Court do not consider the evidence produced to be sufficient for them to give final judgment in this cause, they do therefore order that the parties may appear in this Court on the first return day of next term, and that they produce such further proofs as they may be able to bring and necessary to substantiate their respective accounts.

Macauley &  
Markland  
vs.  
Moore W.  
Hovendon.

Thomas Markland appears for plaintiffs and prays that Joseph Allen may be called, to show cause why the Sheriff shall not proceed to the sale of the defendant's lands taken in execution to satisfy the judgment obtained against defendant, agreeable to the order of Court of Thursday, the first inst.

Joseph Allen does appear to prove his right and title to the lands, taken in execution as belonging to Moore W. Hovendon, to satisfy Messrs. Macauley and Markland for judgment against the defendant.

The Court having duly considered and examined the several exhibits produced by the said Joseph Allen, likewise the evidence produced by him, the Court do therefore order that the Sheriff shall proceed to make sale of the lands in question to satisfy the aforesaid judgment. The reasons assigned by the Court for the foregoing judgment are as follows, viz.:—

That there is no maxim more certain than that a man cannot convey a better title than he has received. The question therefore before the Court is: Is Mr. Hovendon's conveyance to Mr. Ferguson legal, or granted on good and valuable consideration. On this subject there seems little cause of doubt. The writing said to be a conveyance and produced in Court is so very irregular that it can give no title, and from many circumstances appears to have been given merely with a view to defraud Mr. Hovendon's just creditors. Further, it appears that Mr. Allen was apprised of these circumstances previous to his accepting any grant from Mr. Ferguson.

SEPTEMBER  
TERM.

THURSDAY, 16th SEPTEMBER, 1790.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright and Neil McLean, Esquires.

Joseph Allen  
vs.  
Titus Simons.  
(From last Term.)

The plaintiff appears in person and prays that this cause may be tried on Thursday next, the 23rd inst.

The defendant also appears in person and says that he has no objection to the motion of the plaintiff.

The Court do order that this cause may be tried as prayed.

Allen McLean  
vs.  
George Farley.  
(From last Term.)

The plaintiff appears in person and prays that this cause may be tried on Friday, the twenty-fourth instant.

The Court on motion of the plaintiff do order that this cause may be tried as prayed.



The parties do personally appear.

The Court do order that this cause may be heard to-morrow.

John Ferguson  
vs.  
Alex'r Fisher.  
(From last Term.)

The Sheriff returned that he has duly summoned the defendant to appear this day in court.

Daniel McQuinn  
vs.  
Thomas Markland.

The plaintiff appears in person and prays that this cause may be tried on Saturday, the eighteenth.

The defendant also appears in person and prays that this cause may be tried on Friday, the 26th inst.

The Court do order that the defendant may plead to this cause on Saturday, the eighteenth inst.

The Court do order that this cause may be tried on Saturday, the 18th inst.

Lewis Kotte  
vs.  
Lawrence Eldam.  
(From last Term.)

The Court adjourned until to-morrow at ten o'clock in the forenoon.

#### FRIDAY, 17th SEPTEMBER.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff appears in person and prays that the deposition of Wm. Macdonell may be taken in this cause.

John Ferguson  
vs.  
Alex'r Fisher.  
(From yesterday.)

The said witness was duly called and sworn, and his deposition taken and filed.

The defendant also appears in person and represents to the Court that the receipts now presented to the Court by the plaintiff are official papers obtained when the parties were in office, and that he does not consider himself accountable to the plaintiff for such.

The plaintiff further represents to the Court that he considers himself liable for any deficiency of stores, and that he has already satisfied the present Barrack Master at this place, Mr. Sparham, for deficiency of stores in that department.

The Court not being prepared to give judgment in this cause at present, will deliberate further on the merits of this cause and give judgment to-morrow.

The Court adjourned until to-morrow at ten o'clock in the forenoon.

SATURDAY, 18th SEPTEMBER, 1790.

The Court met pursuant to adjournment.  
Present: The same Judges.

John Ferguson  
vs.  
Alex<sup>r</sup> Fisher.  
(From last adjt.)

The Court having duly considered the merits of this cause from the proofs laid before them do order and adjudge that the plaintiff shall recover of the defendant the sum of four pounds for his debt and three pounds, four shillings and elevenpence costs.

Lewis Kotte  
vs.  
Lawr<sup>e</sup> Eldam.  
(From Thursday last.)

Mr. David Ross appears for the plaintiff and produces a special power from the plaintiff's agent, Mr. William MacKay, which is allowed by the Court and ordered to be filed.

The defendant being duly called made default.

Mr. Ross prays that the default may be recorded and that judgment may be given in this cause.

The Court do not consider that the proofs produced by the plaintiff are sufficient to substantiate the demand of the plaintiff, they do therefore order that the plaintiff may produce such further proof as can be procured and appear in this court on Monday next, the twentyeth inst.

Daniel McQuinn  
vs.  
Thomas Markland.  
(From Thursday last.)

The plaintiff and defendant personally appear in court and pray that this cause may be submitted to the arbitration of Michal Grass, David Brass, and Titus Simons, persons chosen and appointed by them.

The Court do accordingly order that this cause may be submitted as prayed, and that their award may be produced in court on Monday next, duly signed and sealed by the aforesaid arbitrators.

Adjourned to Monday.

MONDAY, 20th SEPTEMBER.

The Court met pursuant to adjournment.  
Present: The same Judges.

Lewis Kotte  
vs.  
Lawrence Eldam.  
(From Saturday last.)

Mr. Ross appears for plaintiff and informs the Court that the evidence required by the Court in this cause is immaterial and insufficient to prove the demand of the plaintiff, and therefore prays that the judgment may be given to recover of the defendant the sum of eight pounds with costs of suit.

The Court: Upon examining the charges made by the plaintiff against the defendant, it appears that the charge

for the sum of eleven pounds paid to carpenters was not by desire of the plaintiff as stated in his account, but paid to them on account of work done for the plaintiff. The Court do therefore order that the plaintiff shall recover of the defendant the sum of eight pounds, with costs taxed at two pounds, fourteen shillings and threepence.

The plaintiff appears in person.

Dan'l McQuinn  
vs.  
Thomas Markland.

The defendant also appears in person and produced and filed the award of Mich'l Grass, David Brass, and Titus Simons, as ordered by the Court on Saturday last, by which award the plaintiff is allowed the sum of seven pounds, four shillings, and that the defendant shall pay costs and charges.

The plaintiff demands time to consider the said award.

The Court do order that the plaintiff may be allowed time as prayed, and that he may appear in this court on Wednesday, the twenty-second inst.

Adjourned to Wednesday, the 22nd.

#### WEDNESDAY, 22nd SEPTEMBER.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff appears in person and declares that he has no further objection to make why judgment should not be given according to the award produced and filed.

Dan'l McQuinn  
vs.  
Thomas Markland

The Court do therefore order that the plaintiff shall recover of the defendant the sum of seven pounds, four shillings, together with costs taxed at five pounds, eighteen shillings and ninepence currency.

Adjourned until to-morrow.

#### THURSDAY, 23rd SEPTEMBER.

The Court met pursuant to adjournment.

Present: The same Judges.

The Sheriff returned that he has duly summoned the defendant to appear.

John Lynd  
vs.  
Arch'd McDonell,  
Esq.

Mr. Thomas Walker appears for the defendant and filed his warrant of attorney to appear in this action, and moves in behalf of the defendant that Mr. Ross may file his power to prosecute in this cause.

The Court do order that Mr. Ross shall produce his power to appear for the plaintiff.



Mr. Ross prays that time may be allowed to answer, and that the cause may be tried to-morrow.

Mr. Ross having produced no power from the plaintiff to plead to this action, the Court on motion of the defendant do order that this action be dismissed with costs.

Joseph Allen  
vs.  
Titus Simons.

Mr. Walker appears for the plaintiff and filed his power of attorney, which is allowed by the Court.

The defendant appears in person and says that he is not indebted to the plaintiff in the manner as set forth in the declaration.

Mr. Walker prays time until to-morrow to file replication.

The Court, on motion of Mr. Walker, do order that this cause may be brought forward as prayed.

Titus Simons  
vs.  
Joseph Allen.

The defendant appears by Mr. Walker and filed his plea. The plaintiff appears in person and prays time may be allowed until the last day of this term that he may procure the necessary evidence.

Mr. Walker appears for the defendant and filed his power of attorney, which is allowed by the Court.

Mr. Walker, of counsel for defendant, in answer to the motion of plaintiff, states that this cause was instituted last term, and plaintiff has had sufficient time to procure any evidence which he has to produce that if any evidence is necessary and cannot at this time be procured, it is necessary that the plaintiff make an affidavit to that effect and to the points which he means to prove.

The plaintiff prays time until to-morrow to file replication.

The Court on motion of plaintiff does order that time may be allowed as prayed.

Adjourn until to-morrow.

FRIDAY, 24th SEPTEMBER, 1790.

The Court met pursuant to adjournment.

Present: The same Judges.

Joseph Allen  
vs.  
Titus Simons.

Mr. Walker appears for plaintiff and prays that a venire may be ordered to try the issue, returnable on Monday next.

Mr. David Ross appears for the defendant, and filed a warrant of attorney, which is allowed by the Court.

The Court on motion of the plaintiff do order that a venire may be issued as prayed.

Mr. David Ross appears for the defendant and filed a power which is allowed by the Court, and Mr. Ross has also filed plea in abatement.

Allan McLean  
vs.  
George Farley.

The plaintiff appears in person, and the said plaintiff by pleading replyeth to the plea of the defendant in this cause, and saith that the defendant is guilty of the premises alledged against him in manner and form as the same is declared against him in the said declaration in this cause, and this the plaintiff prays may be enquired of by the country.

Titus Simons  
vs.  
Joseph Allen.

The defendant, by Mr. Walker, prays that a venire do issue returnable on Monday next.

The Court do order that a venire may issue as prayed.

The Court adjourn until to-morrow at ten o'clock in the forenoon.

#### SATURDAY, 25th SEPTEMBER.

The Court met pursuant to adjournment.

Present: The same Judges.

Thos. Ross appears for the plaintiff and filed a warrant of attorney which is allowed by the Court.

Titus Simons  
vs.  
Joseph Allen.

Mr. Ross prays leave to file the plaintiff's affidavit that a material evidence cannot be procured which is very necessary to prove the first count or charge of the declaration, and prays that this cause may be put off for trial next term.

The Court having taken into consideration the prayer of the plaintiff, likewise the affidavit filed, do order that this cause may be put off for trial until next term and that the Sheriff may be ordered to stay proceedings upon the venire issued.

Adjourned until Monday next.

#### MONDAY, 27th SEPTEMBER.

The Court met pursuant to adjournment.

Present: The same Judges.

Mr. Walker appeared for the plaintiff and filed answer to plea in abatement.

Allen McLean  
vs.  
George Farley.

Mr. Ross appears for defendant and filed replication.

Joseph Allen  
vs.  
Titus Simons.

The Sheriff returned the venire.

Jurors called and sworn:—

- |                     |                    |
|---------------------|--------------------|
| 1. Thomas Markland. | 7. John Duncan.    |
| 2. James Robins.    | 8. Amos Ainsley.   |
| 3. Mich'l Grass.    | 9. Nathn'l Lines.  |
| 4. Arch'd Thomson.  | 10. Dan'l McQuinn. |
| 5. Chris. Georgeon. | 11. Wm. Atkinson.  |
| 6. Mahln. Knight.   | 12. Jno. Everitt.  |

The plaintiff produced and filed the defendant's note of hand for twenty-three pounds, three shillings and tenpence, likewise the plaintiff's draft for one hundred pounds currency drawn on Robt. Ellice & Co., merchants, of Montreal.

The parties having been fully heard by their respective attorneys, Mr. Walker for the plaintiffs and Mr. Ross for the defendant,

The jury retired to consider of their verdict, and having returned into court, by their foreman, Thomas Markland, say that the defendant is indebted to the plaintiff to the sum of twenty-three pounds, three shillings and tenpence and costs of suit.

The Court having duly considered the verdict of the jury do order and adjudge that the plaintiff shall recover of the defendant the sum of twenty-three pounds, three shillings and fourpence, together with costs of suit taxed at sixteen pounds, thirteen shillings and threepence currency.

Allen McLean  
vs.  
George Farley.

The Court having considered the plea of abatement, answer and replication, and heard the parties by their respective counsels, do order that the said plea of abatement shall be dismissed with costs, and that the defendant do plead to the merit to-morrow. Situated as are this Court and district without the assistance of professional lawyers, it is not surprising that irregularities should be committed in the preliminary steps for bringing forward a cause, and it has ever been the opinion of the Court under their peculiar circumstances they are justified in over-ruling any objection found and on such want of formality. But to reply more particularly, although the ordinances for regulating the practice of court makes a declaration necessary in the case of summons, it appears not to require it in case of attachment where it only says that the Judge granting the attachment shall be satisfied by the oath of the party that the defendant is indebted to him in a sum exceeding ten pounds. As, therefore, bail has been given



by the defendant, who hath actually removed with his family from the Province, and the plaintiff by allowing the plea of abatement, must forever be precluded from bringing this matter again forward, it is the opinion of the Court that it would be contrary to every principle of natural justice to dismiss the suit at this stage. And it would have shown more candour in the defendant to have waived his objections than to put the Court to the alternative of condemning their own act or over-ruling them.

The defendant appears by Mr. Ross, and the said defendant for plea to the action of the said plaintiffs saith that he did not agree to sell his farm mentioned in the said declaration to the said plaintiff in manner and form as the same is alledged by the plaintiff, therefore prays to be dismissed from this action with costs. And the plaintiff for replication by his attorney, Mr. Walker, saith that the defendant is indebted in manner and form as in the declaration is stated, and this he prays may be inquired of by the Court.

Adjourned until to-morrow at ten o'clock.

TUESDAY, 28th SEPTEMBER, 1790.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff appears by Mr. Walker and prays that evidence may be called and examined to prove the agreement as set forth in the declaration.

Allen McLean  
vs.  
George Farley.

Mr. Ross appears for the defendant and objects to the hearing of any parole evidence to prove the agreement alledged, because by law no verbal agreement relative to landed property can be proved by parole testimony, therefore prays that this action may be dismissed with costs.

The Court on considering the argument of the parties in this cause are of opinion that this suit be dismissed with costs to the defendant.

For by the laws of England, which are admitted in this cause, it is expressly declared that when any contract or sale is made of lands, tenements, and hereditaments no verbal promise shall be sufficient to ground an action upon 29 Char. 2, c. 3, and this cause is brought on a verbal contract merely.

Adjourned to Thursday next.

THURSDAY, 30th SEPTEMBER, 1790.

The Court met pursuant to adjournment.  
Present: The same Judges.

Macaulay &  
Markland  
vs.  
Moore W.  
Hovendon.

The Sheriff returned on execution, that he has caused to be made of the lands and tenements of the defendant, the sum of fifty-nine pounds current money of the Province, which sum he is ready to pay the plaintiff in part satisfaction of their debt and costs, and further that the defendant has no more goods or chattels, land or tenements in this district whereof he could levy the residue of the said debt and costs.

Adjourned to Monday, the third day of January next (1791).

KINGSTON.

JANUARY TERM.

COURT OF COMMON PLEAS.

MONDAY, 3rd JANUARY, 1791.

The Court met pursuant to adjournment.

Present: The Honourable Richard Cartwright, Esq., and the Honourable Neil McLean, Esq.

The Governor having appointed Hector McLean one of the Justices of the Court of Common Pleas for this district, and the commission being ready he has taken his seat accordingly.

Robert Hamilton  
and Richard Cart-  
wright, Jun.,  
merchants &  
co-partners,  
Plaintiffs,  
Gotlieb Christian,  
Baron de Reitren-  
stein, late of  
Marysburgh,  
Defendant.

The Sheriff returned that he has duly summoned the defendant to appear.

Richard Cartwright, Jun., one of the partners of the house of H. & C., appears in person and filed declaration.

The defendant being duly called made default. The plaintiff prays that default be recorded. The Court order that the default of the defendant be recorded as prayed.

John Lockart  
Wiseman, of Mont-  
real, in the Prov-  
ince of Quebec,  
Plaintiff,  
George MaGinn,  
of Fredericksburg,  
Defendant.

The Sheriff returned that he has duly summoned the defendant to appear.

Archibald Thomson, of Kingston, appears for the plaintiffs, does produce his power of attorney which is allowed by the Court and filed.

The defendant being duly called made default. The plaintiffs pray that the default may be recorded.

The Court do order that the default be recorded accordingly.

The Sheriff returned that he has duly summoned the defendant.

Richard Cartwright, Jun., one of the partners of the said Hamilton & Cartwright, appears in person and filed the defendant's bond for the sum of seventy-six pounds, five shillings and twopence, current money of this Province, and at the same time the plaintiff observes to the Court that there is only remaining justly due on the said bond the sum of forty-one pounds, eight shillings and one penny currency aforesaid, and prays that judgment may be given accordingly. The defendant appears in person and acknowledges himself indebted to the plaintiffs the sum demanded by them.

Robert Hamilton  
& Richard Cartwright, of Kingston, merchants & co-partners,  
Plaintiffs,  
vs.  
Richard Campbell,  
of said place,  
labourer,  
Defendant.

The Court having considered the acknowledgment of the defendant to the said debt, do order and adjudge that the plaintiff shall recover of the defendant the said sum of forty-one pounds, eight shillings and one penny, together with costs of suit.

The Sheriff returned that he has duly summoned the defendant.

Thomas Markland, one of the said co-partners, appears in person and filed their account against the defendant, amounting to the sum of fourteen pounds, five shillings and eightpence currency of this Province.

The defendant appears in person and acknowledges himself indebted to the plaintiffs the sum demanded in their declaration.

The plaintiff prays that judgment be given accordingly. The Court do therefore order that the plaintiff may recover of the defendant the sum of fourteen pounds, five shillings and eightpence currency aforesaid, together with costs of suit.

Robert Macauley  
and Thomas Markland, of Kingston, merchants & co-partners,  
agt.  
Richard Campbell,  
of said place,  
labourer,  
Defendant.

It appears to the Court that the defendant has been summoned to appear by a writ not legally tested, and no proceeding can be had thereon.

The defendant moves that he may be allowed his costs and charges for his appearance here this day.

The Court having considered the motion of the defendant, do order that he may recover of the plaintiff the sum of twenty shillings and the plaintiff to pay costs.

Richard Ferguson  
vs.  
Conrood Vanduser.

The Sheriff returned that he has duly summoned the said defendants.

The plaintiff appears in person and demands of the defendants the sum of sixteen pounds currency of this province for their several promissory notes bearing date the eighteenth day of April, one thousand seven hundred and eighty-seven.

Robert Clark, Esq.,  
of Ernest-Town,  
Plaintiff,  
Thoms. Loyd &  
Elisha Crane, of  
Marysburg,  
Defendants.



Elisha Crane appears in person and acknowledges himself jointly and severally with the said Thomas Loyd to be justly indebted to the plaintiff the said sum with lawful interest thereon.

The plaintiff having filed the said promissory notes, which with interest thereon amount to the sum of nineteen pounds, eleven shillings currency, aforesaid, prays that judgment may be given accordingly.

The Court having considered the acknowledgement of the defendant and examined the said notes exhibited and filed, do order that the plaintiff shall recover of the said defendants the sum of nineteen pounds, eleven shillings, with costs of suit.

Titus Simons, of  
Kingston,  
Plaintiff,

vs.

Joseph Allen, of  
Adolphustown,  
Defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed declaration.

The defendant appears in person and sayeth that he is not in the least indebted to the plaintiff.

The plaintiff replies that the defendant is indebted to him in manner as set forth in his said declaration, which he is ready to prove.

The defendant prays that he may be allowed time for trial and that this cause may be heard the next term.

The Court, on motion of defendant, do order that this cause may be tried as prayed.

Titus Simons  
vs.

Joseph Allen.

(From last Term.)

The plaintiff appears in person and declares that he is now prepared for trial and that the cause may be now tried.

The defendant appears in person and prays that this cause may be tried next term for reason that his counsel cannot attend at this season of the year, from the badness of the roads between this and the place of his residence.

The Court, on motion of the defendant, do order that this cause may be tried as prayed.

The Court adjourned till Monday next, the tenth inst.

### MONDAY, THE 10th JANUARY.

The Court met pursuant to adjournment.

Present: The three Judges.

Hamilton &  
Cartwright

vs.

Gotlep C. Baron  
de Reitrenstein.

(From the 3rd  
inst.)

The defendant being this day again called duly made default.

Richard Cartwright, Esq., appears for plaintiffs and filed the said defendant's promissory note dated at Cataraque the 20th day of November, in the year 1784, for the

sum of seventy-seven pounds, one shilling, Quebec currency, with interest calculated thereon amounting to the sum of twenty-five pounds, eight shillings and sixpence, said currency, and the plaintiff does likewise exhibit an account for sundries furnished the defendant, amounting to the sum of four pounds, eleven shillings and three-pence.

The plaintiffs having called Bryan Crawford, one of the subscribers' witnesses to the said notes, and this witness being duly sworn his deposition was filed accordingly.

The plaintiff being also duly sworn to the account exhibited against the defendant, the same was filed.

The Court having duly examined the several exhibits produced by the plaintiffs and considered the declaration of the plaintiff and the default of the defendant, do order and adjudge that the plaintiffs shall recover of the defendant the sum of seventy-seven pounds, one shilling for said note, and the sum of twenty-five pounds, eight shillings and sixpence for interest due on the same, likewise four pounds, eleven shillings and threepence for his account. In all amounting to the sum of one hundred and seven pounds and ninepence, lawful money of this province, together with costs of suit taxed at —.

The defendant being this day again duly called made default.

Mr. Thomson appears in person, and exhibits the defendant's notes for the sum of thirteen pounds, eight shillings and ninepence, with interest calculated thereon amounting to the sum of thirteen pounds, thirteen shillings.

The Court having duly examined the said notes and considered the default of the defendant do order and adjudge that the plaintiff may recover of the defendant the sum of thirteen pounds, thirteen shillings with costs of suit —three pounds, sixteen shillings and fourpence.

The Court adjourned to Saturday next.

#### SATURDAY, 15th JANUARY, 1791.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Neil McLean and Hector McLean, Esquires.

Peter Wartman appears and represents to the Court that he obtained judgment in this court against Lawrence Eldam, the ninth day of October last, for the sum of seven pounds, thirteen shillings and tenpence, of which the sum of four pounds, nine shillings and sixpence remains yet

John Lockhart  
Wiseman  
vs.  
George McGinn.  
(From Monday  
last.)

unpaid, and that he hath just reason to suppose that there are monies of the said Eldam in the hands of the Sheriff, therefore prays that the Court will order that the Sheriff may be directed to satisfy the said judgment from the monies remaining in his hands belonging to the said Lawrence Eldam.

The Court do order that the Sheriff shall on the first day of March term next make a return on the execution issued against the said Lawrence Eldam.

The Court adjourned to March term next.

MARCH TERM.

THURSDAY, THE 17th OF MARCH, 1791.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Junr., Neil McLean, and Hector McLean, Esquires.

Richard Ferguson,  
of Sophiasburg,  
plaintiff,

vs.

Conrood Vanduser,  
of \_\_\_\_\_,  
defendant.

The Sheriff returned that he has duly summoned the said defendant.

The plaintiff appears in person and filed declaration.

The defendant also appears in person and saith that he is ready to plead.

The Court do order that the defendant may file his answer to the declaration of the plaintiff to-morrow.

James Clark, Sen.,  
late of Kingston,  
plaintiff,

vs.

John de Courcy  
Gill, of  
Fredericksburg,  
defendant.

The Sheriff returned that he has duly summoned the said defendant.

James Clark, Jun., appears for the plaintiff and filed power of attorney from the plaintiff.

The defendant being duly called made default.

The Court on motion of the plaintiff do order that default be recorded.

John Howell, of  
Sophiasburg,  
plaintiff,  
Joseph Wesley,  
late of Kingston,  
defendant.

The Sheriff returned that he has duly summoned the said defendant to be and appear.

John Ferguson appears for the plaintiff and filed warrant of attorney from the plaintiff.

The defendant being duly called made default.

The Court, on motion of the plaintiff, do order that default be recorded.

Conrood Vanduser,  
of Adolphustown,  
plaintiff,

vs.

Owen Richard &  
John Richard.

The Sheriff returned that he has duly summoned the said defendant to be and appear.

The defendant being duly called made default.

The Court, on motion of the plaintiff, do order that default be recorded.



The Sheriff returned that he has duly summoned the said defendant.

The plaintiff appears in person and filed declaration.

The defendant also appears in person, and is ready to answer to the said declaration.

The plaintiff prays that the Court may order that the defendant shall plead at a short day.

The Court do order that the defendant shall plead to-morrow.

The Sheriff returned that he has duly summoned the said defendant.

James Dawson appears for the plaintiff and filed power of attorney from the plaintiff, likewise filed declaration.

The defendant appears in person and craves Oyer of said power of attorney, which was granted, and the said defendant saith that he is ready to plead to said declaration. It is ordered that the defendant may plead to-morrow.

The Sheriff returned that he has duly summoned the defendant.

The said Richard Cartwright, Jun., appears in person.

The said defendant also appears in person and acknowledges himself indebted to the plaintiffs the sum of thirty-seven pounds, nineteen shillings and fivepence lawful money of this Province.

The plaintiff prays judgment for the said sum of thirty-seven pounds, nineteen shillings and fivepence, with costs of suit.

The Court do consider and adjudge that the plaintiffs may recover of the defendant the said sum of thirty-seven pounds, nineteen shillings and fivepence, together with costs of suit.

The Sheriff returned that he has duly summoned the said defendant.

The said Richard Cartwright, Jun., appears in person and filed declaration.

Frederick Keller appears for said defendants and acknowledges themselves indebted to the plaintiffs as set forth in said declaration.

The plaintiff prays that the Court give judgment as demanded.

The Court do order and adjudge that the plaintiffs shall recover of the said defendant the sum of twenty-four pounds nine shillings and twopence for said debt, together with costs of suit.

John Cascallon, of  
Fredericksburg,  
plaintiff,

vs.

Ebenezer Wash-  
burn, of said place,  
defendant.

John Stringer, late  
of Ernestown,  
plaintiff,

vs.

Joshua Booth, of  
the said place,  
defendant.

Robert Hamilton &  
Richard Cart-  
wright, Jun.,  
merchants,  
of Kingston,  
plaintiffs,

vs.

Barnabas Hough,  
of Ernestown,  
blacksmith,  
defendant.

Robert Hamilton &  
Richard Cart-  
wright, Jun.,  
merchants & co-  
partners, of  
Kingston,  
plaintiffs,

vs.

Frederick Keller &  
William Keller, of  
Fredericksburg,  
defendants.

Robert Hamilton  
and Richard Cart-  
wright, Jun.,  
merchants, of  
Kingston,  
plaintiffs,  
vs.  
Mathew Dies, of  
Fredericksburg,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The said Richard Cartwright, Jun., appears for plaintiffs.

The defendant being duly called made default.

The Court, on motion of the said plaintiff, do order that the said default be recorded.

John Ferguson,  
of Sydney,  
plaintiff,  
vs.  
Mathew Dies, of  
Fredericksburg,  
defendant.

The Sheriff returned that he has duly summoned the said defendant.

The plaintiff appears in person and filed declaration.

The defendant being duly called made default.

The Court, on motion of the plaintiff, do order that default be recorded.

The Honourable Richard Cartwright, Esq., one of the Judges, withdrew from the Bench during the proceedings on the four last actions.

Titus Simons,  
plaintiff,  
Joseph Allen,  
defendant.  
(From last term.)

The plaintiff appears in person.

The defendant being duly called made default.

The Court being well informed that the defendant could not attend owing to his very bad state of health.

The Court do therefore consider that this cause may be tried next term.

Titus Simons,  
plaintiff,  
vs.  
Joseph Allen,  
defendant.  
(From last term.)

For the same reason as alledged in the foregoing cause the Court do order that this action may be heard next term.

Adjourned until to-morrow at ten o'clock in the forenoon.

### FRIDAY, THE 18th DAY OF MARCH, 1791.

The Court met pursuant to adjournment.

Present: The same Judges.

Richard Ferguson  
vs.  
Conrood Vanduser.  
(From yesterday.)

The defendant appears in person and saith that he is not indebted to the plaintiff the sum demanded in his declaration, nor any part thereof.

The plaintiff appears in person and says that the defendant is indebted to him as set forth in his said declaration, which he is ready to prove.

The defendant prays that this trial may be ordered for next term, as the defendant cannot sooner procure papers necessary to defend his cause.

The Court on motion of the defendant do order that this cause may be tried next term as prayed.

The defendant appears in person and prays that the default of yesterday may be taken off.

James Clark, Sen.,  
vs.  
John Dec'y Gill.

The Court do order that default be taken off, on paying costs.

The defendant acknowledges himself indebted to the plaintiff in the sum of seventeen pounds, two shillings and threepence.

The plaintiff prays that judgment may be given for the sum acknowledged by the defendant, with costs of suit.

The Court do order and adjudge that the plaintiff may recover of the defendant the sum of seventeen pounds, two shillings and threepence, together with costs of suit.

The defendant appears in person and saith that the plaintiff hath no cause of action against him, for that the plaintiff's demand against him is for a certain note sold him at an under value, in order to take off all trouble and risque of said note from the defendant, and not transferred in the ordinary course of business, as appears more fully from the plaintiff's written obligation bearing date the 26th day of Nov., 1790, now exhibited and filed, containing only this condition, viz., that is to say, that if the said plaintiff was last in an action now in the hands of Richard Cartwright, Esq., and Thomas Markland, and to be finally determined by them by arbitration, then the transfer of the note to be absolute and at the risque of the plaintiff, which condition having happened the defendant does not consider himself to have any further concern in said note. The defendant further saith that the plaintiff, being indebted to the drawer of the said note, had it in his power, and still has it in his power, to recover the said note. The defendant also says that it appears the plaintiff had a design to take undue advantage of him, as he did not take out a writ in this action until eight days after the plaintiff was summoned at the suit of the defendant; and had taken occasion from this summons not being returnable until the twenty-third inst. to have this business previously brought forward.

John Cascallon  
vs.  
Ebenezer  
Washburn.

(From yesterday.)

The plaintiff prays time until to-morrow to make his reply.

The Court, on motion of the plaintiff, do order that this cause may be heard to-morrow.

The defendant appears in person, and saith that the said James Dawson is empowered by the plaintiff to sue for a lot of ground No. 39, and that the defendant is not in possession of any such lot; and that the defendant in his declaration hath sued for a lot of ground No. 40,

John Stringer  
vs.  
Joshua Booth.

(From yesterday.)



which he hath no authority to do, and prays that the Court may dismiss this action with costs.

The Court having duly examined the power of the said Dawson, exhibited and filed, it appears that he is not legally authorised to sue for the defendant for a lot of ground No. 40, as stated in his declaration, but a certain lot No. 39. Therefore consider that this cause may be dismissed and that the plaintiff do pay costs, and that the defendant shall recover ten shillings for his costs.

The Court adjourned until to-morrow at ten o'clock.

### SATURDAY, 19th MARCH, 1791.

The Court met pursuant to adjournment.

Present: The same Judges.

John Cascallon  
vs.  
Ebenezer  
Washburn.

The plaintiff appears in person, and prays to withdraw his action against the defendant. Whereupon the Court do consider that judgment of non-suit be entered.

The Court adjourned until Wednesday next.

### WEDNESDAY, THE 23rd MARCH, 1791.

The Court met pursuant to adjournment.

Present: The same Judges.

John Cumming, of  
Kingston, Mer-  
chant, plaintiff,  
vs.  
Alex'r Simson, of  
Fredericksburg,  
defendant.

The Sheriff returned that he has duly summoned the defendant; the plaintiff appears in person and filed declaration, likewise the defendant's promissory note, bearing date the 7th day of March, 1789, for the sum of thirty-seven pounds and eightpence.

The defendant also appears in person and acknowledges himself indebted to the plaintiff, in manner as set forth in his declaration.

The Court having considered the acknowledgment of the defendant and examined the note filed by the plaintiff, do order and adjudge that the plaintiff may recover of the defendant the sum of forty pounds, ten shillings and one penny for principal and interest, with costs of suit.

Alex'r Clark, of  
Fredericksburg,  
plaintiff,  
vs.  
Collin MacKenzie,  
of Ernestown,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed declaration.

The defendant also appears in person, and saith that he is not indebted, as set forth in said declaration, for that the said draft was given without a valuable consideration.

The plaintiff saith that the defendant is indebted to him as set forth in his declaration, and that the said draft was given him by the defendant for his certain promissory note.

The Court do order that the parties may appear to-morrow, to plead to this action.

The Sheriff returned that he has duly summoned the defendant.

Richard Cartwright, Jun., appears for the said plaintiffs, and filed declaration.

The defendant appears in person and acknowledges himself indebted to the plaintiffs in manner as set forth in said declaration.

The plaintiff having filed the said note,

The Court do consider that the plaintiffs shall recover of the defendant the sum of twenty-two pounds, nine shillings and twopence for said note, with nine pounds, five shillings and one penny for interest due thereon, together with costs of suit.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed declaration.

The defendant appears in person and acknowledges himself indebted to the plaintiffs the sum demanded in the said declaration.

The Court therefore consider that the plaintiff may recover of the defendant the sum of sixty-five pounds, seven shillings and elevenpence currency, with costs of suit.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant appears in person and saith that he is not indebted to the plaintiff as set forth in his declaration.

The plaintiff further saith that the defendant is indebted to him in manner as set forth in his declaration which he is ready to prove.

On motion of the defendant the Court do order that this cause may be tried to-morrow.

The Sheriff returned that he has duly summoned the defendant.

The said Thomas Markland appears for the plaintiffs and filed declaration.

The defendant appears in person and acknowledges himself indebted to the defendant the sum of thirty-three pounds, four shillings and ninepence halfpenny currency.

Robert Hamilton &  
Rich'd Cartwright,  
Jun., of Kingston,  
merchants & co-  
partners,  
plaintiffs,

vs.

Alex'r Simpson, of  
Fredericksburg,  
defendant.

Joseph Forsyth &  
Co., merchants, of  
Kingston,  
plaintiffs,  
George McGinn, of  
Fredericksburg,  
defendant.

Ebeneser Wash  
burn, of  
Fredericksburg,  
plaintiff,

vs.

George McGinn,  
of said place,  
defendant.

Robert Macaulay  
and Thomas Mark-  
land, of Kingston,  
merchants,  
plaintiffs.

vs.

George McGinn, of  
Fredericksburg,  
defendant.

The plaintiff prays that judgment may be given for the sum acknowledged by the defendant.

The Court postponed giving judgment in this cause, and suspended judgment given against the defendant at the suit of Joseph Forsyth & Co. until the action instituted by Ebenezer Washburn against the defendant shall be determined, that no undue advantage shall be had by either of the parties who have instituted actions against the defendant.

John Ferguson,  
plaintiff,  
vs.  
John Cascallen,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant also appears in person and saith that he is in nothing guilty of the premises as set forth in said declaration.

The plaintiff persists in saying that the defendant is guilty in manner as set forth in his declaration, which he prays may be inquired of by the country.

The Court do order that a venire may issue returnable on Saturday next to try the issue.

The Court adjourned until to-morrow.

#### THURSDAY, THE 24th MARCH, 1791.

The Court met pursuant to adjournment.

Present: The same Judges.

Robert Hamilton &  
Richard Cartwright,  
merchants,  
of Kingston,  
plaintiffs,  
vs.  
Mathew Dies, of  
Fredericksburg,  
defendants.

The said Richard Cartwright appears in person.

The defendant being again duly called this day made default.

The plaintiff prays that default be recorded, and exhibit and filed the defendant's promissory note bearing date the third day of September, 1783, likewise an account against the defendant amounting to the sum of fifty pounds, thirteen shillings, currency money of this province, and the plaintiff upon oath declares that the said account has been frequently tendered for payment.

The Court not being prepared to give judgment in this action will take time to deliberate.

John Ferguson,  
of Sydney,  
plaintiff,  
vs.  
Mathew Dies, of  
Fredericksburg,  
defendant.

The plaintiff appears in person.

The defendant being again duly called made default.

The plaintiff prays that default may be recorded, and filed his account against the defendant.

The Court having examined the account filed and the plaintiff not having any other proof to offer the Court



it is considered that the Court will deliberate thereon, and do order that the plaintiff may produce such other proofs as he may be able to substantiate his demand against the defendant.

The plaintiff prays that this cause may be ordered to be more fully heard on the first return day of next term.

The Court, upon motion of the plaintiff, do order that this cause may be tried as prayed.

Richard Cartwright, Esq., withdrew from the bench during the proceeding in the two last actions against Mathew Dies.

Peter Clark appears for the plaintiff and filed power of attorney.

Conrood Vanduser  
vs.  
Owen Richards,  
John Richards.

The said defendant being again duly called made default.

On motion of the plaintiff the Court do order that he proceed to prove his demand against the defendant.

The plaintiff produced and filed the defendants' joint promissory note for the sum of twenty-six pounds, six shillings and sevenpence, on which there appears to be due only the sum of twenty-three pounds, eighteen shillings and eightpence and halfpenny, and prays that judgment may be given against the said defendant for that sum.

The Court having duly examined the said note filed, and considered the several defaults of the defendants, do order and adjudge that the plaintiff shall recover of the defendants the sum of twenty-three pounds, eighteen shillings and eightpence halfpenny for principal and interest due on the said note, together with costs of suit.

The plaintiff appears by John Ferguson his attorney.

John Howell  
vs.  
Joseph Westly.

The defendant being again duly called made default.

The plaintiff prays that the Court will proceed to take proof of the debt demanded by the plaintiff in his declaration, and filed his account against the defendant, and also deposed that the defendant had acknowledged the debt, as appears by his deposition taken and filed, but not being able to make it appear to the satisfaction of the Court that the said debt has not been discharged since that time.

On motion of the plaintiff the Court do order further proceedings in this cause may be stayed until the first return day of next term.

The plaintiff appears in person and filed the said draft stated in his declaration bearing date the fifth day of March, 179.., for the sum of twelve pounds, eighteen shillings and ninepence currency drawn on Messrs.

Alexander Clark  
vs.  
Collin McKenzie.

Macauley & Markland, which the plaintiff saith he has duly presented, but not accepted by them.

The defendant also appears in person and produces his promissory note payable to John Blake, or order, which note he acknowledges to have received from the plaintiff for his draft on Macauley & Markland.

The Court having fully heard the parties, likewise examined the several exhibits filed, do consider that the plaintiff shall recover of the defendant the sum of twelve pounds, eighteen shillings and ninepence for his said draft, together with costs of suit.

Ebenezer  
Washburn  
vs.  
George McGinn.

The plaintiff appears in person and filed the defendant's bond bearing date, etc., as set forth in his declaration.

The defendant also appears in person and saith that the bond exhibited by the defendant is not a true bond, but acknowledges himself indebted to the plaintiff the sum of thirteen pounds, twelve shillings and fourpence.

The plaintiff prays that judgment may be given for the sum acknowledged by the defendant.

The Court do therefore consider that the plaintiff may recover of the defendant the sum of thirteen pounds, twelve shilling and fourpence for this debt, together with costs taxed at . . . . .

Macauley &  
Markland  
vs.  
George McGinn.

Thomas Markland appears for the plaintiffs and prays that judgment may be given against the defendant for the sum acknowledged by him.

The Court having considered the acknowledgment of the defendant in this cause, do order and adjudge that the plaintiffs shall recover of the defendant the sum of thirty-three pounds, four shillings and ninepence currency, with costs of suit.

The Court adjourned until Saturday next.

SATURDAY, 26th MARCH, 1791.

The Court met pursuant to adjournment.  
Present: The same Judges.

Hamilton &  
Cartwright  
vs.  
Mathew Dies.

Richard Cartwright appears for plaintiffs and prays that the Court may proceed to give judgment in this cause.

The Court having duly examined the return made by the Sheriff on the original writ of summons, likewise observed the several defaults made by the defendant and the several exhibits filed by the plaintiffs in this cause, do

consider that the said plaintiffs shall recover of the said defendant the sum of fifty pounds, thirteen shillings, lawful money of this province for balance due on the defendant's promissory note with interest thereon calculated, with costs of suit.

The plaintiff having obtained a writ of execution from this Court against the goods and chattels of the defendant directed to the Sheriff of the district of Lunenburg: The said Sheriff has returned thereon, that he has caused to be levied of the goods and chattels of the said Alex'r. Grant the sum of twenty-five pounds, seven shillings and sixpence, current money of this province, together with his own fees.

Hamilton &  
Cartwright  
vs.  
Alex'r Grant.

The plaintiff appears in person.

The defendant also appears in person.

The Sheriff returned venire.

The plaintiff prays that the jury be called and sworn.

John Ferguson  
vs.  
John Cascallen.  
(From Thursday  
last.)

The Jurors called and sworn were:—

- |                      |                       |
|----------------------|-----------------------|
| 1. Honjost Herkimer. | 7. James Robins.      |
| 2. Michel Grass.     | 8. Donald McDonell.   |
| 3. John Everett.     | 9. David Brass.       |
| 4. Robert Macaulay.  | 10. Arch'd Thomson.   |
| 5. Thoms. Markland.  | 11. Christ'r Georgen. |
| 6. James Richardson. | 12. John Duncan.      |

The plaintiff having informed the Court and jury of the nature of this action, as stated in his declaration prays that Joseph Forsyth, merchant, of Kingston, may be called and sworn.

The said Joseph Forsyth being called and sworn, deposeth that sometime in the course of the last week that the defendant came to his house and said to this deponent: that the plaintiff had in his possession a certain note of the defendant's for fifty pounds, which said note was obtained in a fraudulent manner.

The plaintiff produced in evidence a certain writing subscribed with the defendant's own hand.

The defendant prays that no written evidence may be taken in this cause, because that the defendant is charged in the declaration for words spoken only.

The plaintiff saith that his declaration sets forth, speaking, uttering, and publishing, and that the said writing is publishing.

The Court over-rule the motion of the plaintiff and order that no written evidence can be given in this cause,



for reason that the damages laid in his declaration are for speaking only.

Evidence for plaintiff sworn: Joseph Forsyth, Titus Simons, Hazelton Spencer.

Evidence for defendant sworn: Ebenezer Washburn, Dan'l McMullan, Rich'd Cartwright, Jun.

The jury withdrew to consider of their verdict, and, having returned into court, by their foreman, Robert Macauley, gave their verdict for the defendant.

The Court will take time to consider of the verdict of the jury.

The Court adjourn until Thursday next.

#### THURSDAY, THE 31st DAY OF MARCH, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

Donald McDonell,  
of Kingston,  
merchant,  
plaintiff,

vs.

Mathew Dies, of  
Fredericksburg,  
in said district,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

Alexander McDonell appears for the defendant, and produces the defendant's warrant of attorney to acknowledge judgment in this cause for the sum demanded in the declaration.

The plaintiff prays that the Court will give judgment.

The Court having duly considered the defendant's said warrant of attorney filed, do order and adjudge that the plaintiff shall recover of the defendant the sum of twenty-five pounds, twelve shillings and elevenpence, current money of this Province with costs of suit.

Robert Macauly,  
of Kingston,  
merchant,  
plaintiff,

vs.

Mathew Dies, of  
Fredericksburg,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration, likewise the said notes, of tenor and date as set forth in said declaration, which are filed.

Alexander McDonell appears for the defendant and filed warrant of attorney, acknowledging the plaintiff's demand as set forth in his said declaration.

The plaintiff prays that judgment may be given thereon.

The Court having duly examined the said warrant of attorney, likewise the note, filed, do consider that the plaintiff shall recover of the defendant the sum of thirty-two pounds, eleven shillings and tenpence for said notes

with six pounds, six shillings and elevenpence currency for interest due thereon, together with costs of suit.

The plaintiff appears in person and prays for a new trial in this cause, for reasons, filed.

John Ferguson  
vs.  
John Cascallon.

The plaintiff likewise prays that the deposition be taken of the foreman of the jury and of one other of the jurors.

The defendant appears in person and acknowledges that he had caused to be conveyed to the jury, a certain paper containing the substance of his pleadings in court.

Robert Macauley, foreman of the jury in this cause, upon oath declares: That the verdict of the jury was intended and agreed upon before their coming into court; That the defendant should have five shillings damages, but that was only to be mentioned should the Judge require to know what damage the defendant had sustained.

Donell McDonell, one of the jurors in this cause, upon oath, declares that the verdict of the jury in this cause, was intended and agreed upon by the jury that the defendant should recover only five shillings damages from the plaintiff.

The Court will take time to consider the motion of the plaintiff for a new trial, and that judgment on the verdict of the jury may be postponed until next term.

The court adjourned until Friday, the first day of July next.

FRIDAY, 1st JULY, 1791.

July term.

The court met pursuant to adjournment.

PRESENT:

The Honourables Rich'd Cartwright, Jun., Neil McLean, Hector McLean, Esquires.

John Ferguson,  
plaintiff,  
vs.  
Mathew Dies,  
defendant.  
(From last term.)

The plaintiff appears in person and prays that this cause may be tried next term.

The Court do order that this cause may be tried as prayed, there being no opposition made on the part of the defendant.

John Ferguson appears for the plaintiff and prays that this cause may be tried on Friday next, and that the attestation of the said plaintiff may be now taken.

John Howell,  
plaintiff,  
vs.  
Joseph Westly,  
defendant.  
(From last term.)

The plaintiff having duly attested his account filed against the defendant, the Court order that this cause may be tried as prayed.

The Sheriff returned that he has duly summoned the defendant to appear.

William Cox,  
of Adolphustown,  
plaintiff,

vs.

Joseph Allen,  
of said place,  
defendant.

The plaintiff appears in person and filed his declaration.

The defendant also appears in person and saith that he is not indebted to the plaintiff.

The plaintiff in reply saith that the defendant is indebted to him in manner as set forth in his declaration, which he is ready to prove.

Bernard Englehart

vs.

George Fiele.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

Chirk Viele appears in person and saith that he has been summoned by a wrong name, and prays that he may be dismissed from this action.

The said defendant maketh oath that his name is Chirk Viele and not George Fiele as entered in the summons and declaration. Therefore order that he be dismissed with costs.

Alexander  
Chisholm,  
of Thurlow,  
plaintiff,

vs.

William Johnson,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant also appears in person and saith that he is in nothing guilty of the premises laid to his charge in said declaration. That he is in possession of the lot of ground set forth in the declaration, but that the plaintiff hath no right or title to it.

The plaintiff saith that the defendant is guilty in manner aforesaid, which he is ready to prove.

The defendant prays that this cause may be ordered for trial next term, that his witnesses are not in this district.

The Court do order on motion of the defendant that this cause be tried as prayed, and that the parties do appear in this court on the first return day of next term.

John Trompour, of  
Adolphustown,  
plaintiff,

vs.

Peter VansKiver,  
of said place,  
defendant.

The Sheriff returned that he has duly summoned the said defendant.

The plaintiff appears in person and filed his declaration.

The defendant being duly called made default.

The plaintiff prays that default be recorded.

The Court order accordingly.

John Mosier,  
of Kingston,  
plaintiff,

vs.

James Gale, of said  
place, defendant.

The Sheriff returned that he has duly summoned the defendant.



The plaintiff appears in person and filed declaration.  
The defendant being duly called made default.  
The plaintiff prays that the default be recorded.  
Ordered accordingly.

The Sheriff returned that he has duly summoned the defendant. James Dawson appears for the plaintiff and filed power of attorney.

The defendant also appears in person and saith that he is in possession of the lot of ground stated in the declaration, but that the plaintiff hath no right or title to it.

The plaintiff saith that the lot of ground in question is the property of the said Jno. Stringer, as set forth in the declaration, and prays time to produce his evidence.

The Court order that this cause may be tried next term.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant also appears in person and acknowledges himself indebted to the plaintiff the sum set forth in said declaration.

The plaintiff prays that judgment be given accordingly.

The Court do therefore consider that the plaintiff shall recover of the said defendant the sum of twelve pounds, eleven shillings and fourpence halfpenny currency of this Province with costs of suit.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant also appears in person and saith that he is not indebted to the plaintiff in manner as set forth in said declaration.

The plaintiff in reply saith that the defendant is indebted to him in manner as set forth in declaration.

The defendant prays time may be allowed him to plead further to this action.

The Court order that this cause may be tried next term and that the parties do appear in this court on the first day of next term.

The Sheriff returned that he has duly summoned the said defendant.

The plaintiff appears in person and filed declaration.  
The defendant being duly called made default.

John Stringer,  
late of Ernestown,  
plaintiff,  
vs.  
Joshua Booth,  
of said place,  
defendant.

John Howell,  
of Sophiasburg,  
plaintiff,  
vs.  
William McKay,  
defendant.

Donald McDonell,  
of Kingston,  
merchant,  
plaintiff,  
vs.  
William MacKay,  
of said place,  
defendant.

Peter Clark,  
plaintiff,  
vs.  
James Gale,  
of Kingston,  
defendant.

Robert Hamilton  
and Rich'd Cart-  
wright, Jun., of  
Kingston,  
merchants,  
plaintiffs,  
vs.  
Timothy Prindle,  
of Marysburg,  
yeoman,  
defendant.

The plaintiff prays that the default be recorded. Ordered accordingly.

The Sheriff returned that he has duly summoned the defendant.

Rich'd Cartwright, Jun., appears for the said plaintiffs and filed declaration.

The defendant appears in person and acknowledges himself indebted to the plaintiffs the sum demanded in said declaration.

The plaintiffs prays that judgment be given accordingly.

The Court therefore consider that the plaintiff may recover of the said defendant the sum of twenty-four pounds and sixpence halfpenny currency of the Province with costs.

Robert Hamilton  
and Richard  
Cartwright, Jun.,  
of Kingston,  
merchants,  
plaintiffs,  
vs.  
John Edgar, of said  
place, defendant.

The Sheriff returned that he has duly summoned the defendant.

Richard Cartwright, Jun., appears for the plaintiffs and filed declaration.

The defendant also appears in person and acknowledges himself indebted to the plaintiffs the sum demanded in said declaration.

The plaintiff prays that judgment may be given accordingly.

The Court having considered the acknowledgment of the defendant do adjudge that the plaintiffs may recover of the said defendant the sum of thirty-two pounds, three shillings and fourpence currency of this Province with costs.

Richard Cart-  
wright, Jun.,  
of Kingston,  
plaintiff,  
vs.  
James Gale,  
gentleman,  
of same place,  
defendant.

The Sheriff returned that he has duly summoned the defendant to appear.

The plaintiff appears in person and filed declaration. The defendant being duly called made default.

The plaintiff prays that default be recorded. Ordered accordingly.

Robert Hamilton  
& Richard Cart-  
wright, Jun.,  
of Kingston,  
merchants,  
plaintiffs,  
vs.  
Alex'r McKenzie,  
of Pittsburgh, late  
En's in the Regm't  
of Royal Yorkers,  
defendant.

The Sheriff returned that he has duly summoned the defendant to appear.

The plaintiff appears in person and filed declaration. The defendant being duly called made default.

The plaintiff prays that default be recorded. Ordered accordingly.

Hamilton &  
Cartwright  
vs.  
Baron de  
Reitrenstein.  
(From 10th  
January, 1791.)

The Sheriff returned that he has seized and taken in execution, three several lots of ground in the first Con-  
cession of the Township of Marysburg, Nos. one, seventeen  
and twenty-seven, containing six hundred acres less or

more, which he has advertised to be adjudged to the highest bidder on the twenty-eighth day of October next.

The parties personally appear and do mutually agree on motion of the defendant that a venire may issue, returnable on Wednesday next. Ordered accordingly.

Titus Simons,  
plaintiff,  
vs.  
Joseph Allen,  
defendant.  
(From last term.)

The parties personally appear and mutually agree that this cause may be tried on Thursday next. Ordered accordingly.

Titus Simons,  
plaintiff,  
vs.  
Joseph Allen,  
defendant.  
(From last term.)

Ordered by consent of parties for next term.

John Ferguson  
vs.  
John Carscallan.  
(From last term.)

The Sheriff returned that he has taken in execution a lot of land in the first Concession of Fredericksburg, No. twenty, containing one hundred acres, with a dwelling house thereon built, which he has advertised to be sold to the highest bidder on the eighteenth day of August next.

Hamilton & Cartwright  
vs.  
Mathew Dies.  
(From March term.)

The Sheriff returned that he has seized and taken in execution a lot of land in the first Concession of Fredericksburg, No. sixteen, containing two hundred acres, with a dwelling house thereon, also a frame, which he has advertised to be sold to the highest bidder on the eighteenth day of August next.

Macaulay and Markland  
vs.  
George McGinn.  
(From 24th March last.)

The Sheriff returned that he has seized and taken in execution a lot of land in the first Concession of Fredericksburg, No. twenty-five, containing two hundred acres, with a house and barn thereon, which he has advertised to be sold according to law on the twenty-seventh day of October next.

Macaulay & Markland  
vs.  
John Howard, Sen.  
(From 8th July, 1790.)

The Sheriff returned that he has seized and taken in execution a lot of land in the first Concession of Fredericksburg, No. twenty-five, containing two hundred acres, with a house and barn thereon, which he has advertised to be sold according to law on the twenty-seventh day of October next.

Joseph Forsyth  
vs.  
John Howard, Sen.  
(From 8th July, 1791.)

The Sheriff returned that he has taken and seized in execution a lot of land in the first Concession of Fredericksburg, number sixteen, containing two hundred acres, with a dwelling house and barn thereon, also a new frame for a dwelling house, all of which he has advertised to be sold according to law, on the eighteenth day of August next.

Joseph Forsyth & Co.  
vs.  
George McGinn.  
(From 24th March last.)



Ebenezer  
Washburn  
vs.  
George McGinn.  
(From 24th March  
last.)

The Sheriff returned that he has seized and taken in execution three milch cows which will be sold to the highest bidder on the eighteenth day of August next.

The court adjourned to Wednesday next.

WEDNESDAY, 6th JULY, 1791.

The Court met pursuant to adjournment.

PRESENT:

Richard Cartwright, Jun., Neil McLean, Hector McLean, Esquires.

Titus Simons,  
plaintiff,  
vs.  
Joseph Allen,  
defendant.  
(From last Friday.)

The Sheriff returned the venire.

The plaintiff appears in person.

The defendant also appears in person.

The Jury called and sworn were:—

- |                      |                       |
|----------------------|-----------------------|
| 1. Joseph Forsyth.   | 7. James Russell.     |
| 2. David Brass.      | 8. Christ'r Georgen.  |
| 3. James Richardson. | 9. Malon Knight.      |
| 4. George Young.     | 10. Sam'l Ainsley.    |
| 5. John Duncan.      | 11. Joseph Pritchard. |
| 6. John Everett.     | 12. John Trompour.    |

Evidence for plaintiff sworn. Joseph Forsyth, Bryan Crawford, Barnabas Day.

Upon motion of the plaintiff the depositions of Charles Bennett and Nathan Brisco were openly read and filed.

Evidence called by the defendant and sworn. Oliver Church, Esq., John Mosure, Muajah Purdy, Emanuel Elderbee, Amos Ainsley.

The jury withdrew to consider of their verdict and having returned into court by their foreman, Joseph Forsyth, of Kingston, say that they find a verdict for the defendant.

The Court not being prepared to give judgment will take time to deliberate.

Macaulay & Mark-  
land  
vs.  
George McGinn.

Thomas Markland appears and prays that the Sheriff may be ordered to shew cause why he has not duly executed the writ of execution to him directed in this cause in not seizing the moveables belonging to the defendant.

The Sheriff also appears and prays the Court to allow him to amend the returned said execution.

The Court do order that the Sheriff may be allowed to amend the return as prayed. Returnable on Friday next.

Adjourned until to-morrow at 10 o'clock.

THURSDAY, 7th JULY, 1791.

The Court met pursuant to adjournment.

PRESENT: The same Judges.

The plaintiff appears in person and filed his account against the defendant. Balance in his favor one hundred and fifty-two pounds, nineteen shillings and sixpence.

The defendant also appears in person and sayeth that he is not indebted to the plaintiff and that the account now exhibited has been already finally settled, which he is ready to prove, and that he never received any rum from the plaintiff by the quantity of 5 gals. and charged in said account, and prays that this evidence may be called.

The depositions of Will'm Bell and John McMahan were taken and filed on motion of the defendant.

The defendant filed the account formerly delivered him by the plaintiff and settled, prays that the several exhibits filed in this court in a certain cause: Allen against Simons last September term, may be produced.

The Court do order the Clerk that the said exhibit may be produced as prayed.

The plaintiff prays that the deposition of John German may be taken.

The deposition was taken and filed as prayed.

The Court will take time to deliberate and give judgment in this cause to-morrow.

Peter Clark appears for the plaintiff and filed warrant of attorney.

The defendant appears in person and by consent of parties, the Court do order that this action may be determined by arbitration, and the parties have agreed that James Robins and James Clark shall be the arbitrators.

The Court do order that the said award shall be given in writing before the last day of this month.

Titus Simons  
vs.  
Joseph Allen.  
(From Friday last.)

William Cox  
vs.  
Joseph Allen.

FRIDAY, 8th JULY, 1791.

The court met pursuant to adjournment.

PRESENT: The same Judges.

The Court having examined the papers, and duly weighed the evidence produced in this cause, and it being also fully within their own knowledge and recollection that on a former trial instituted by the now defendant

Titus Simons  
vs.  
Joseph Allen.  
(From yesterday)

against the plaintiff, did ground his defence on a final settlement which he averred and attempted to prove had taken place between him and the now defendant on the third of October, one thousand seven hundred and eighty-nine, alleging that the note witnessed by William Bell, was then given by him, the now plaintiff Simons, to the defendant Allen, in full of all debts due the said Allen by the said Simons; are fully satisfied that a final settlement and liquidation of accounts by the defendant, did at that time actually take place between the parties; and that the plaintiff's demand for monies, etc., previous to that period, is a most impudent attempt to prevent the forms of law to the purposes of knavery and injustice. But from the avowal of the defendant and other circumstances there appears to have been transactions between him and the plaintiff whereby the defendant is indebted to him in the sum of four pounds, nineteen shillings and sixpence.

The Court do consider that the plaintiff shall recover of the defendant the aforesaid sum of four pounds, nineteen shillings and sixpence debt with twenty-two shillings and twopence costs, which would have accrued had the action been brought as it ought, for a sum under ten pounds sterling.

Articles allowed by the Court are as following:—

10¼ gals. rum at 7s. cost price . . . .	£3 11 9
An entertainment . . . . .	13 4
Rum and cheese to servants . . . . .	5 0
Paid E. Hicks . . . . .	9 5
	<hr/>
	£4 19 6

The other articles charged under dates posterior to the third of October, being by the plaintiff's own allowance in order of time prior thereto.

Robert MacAuley &  
Thomas Markland,  
merchants & co-  
partners, of King-  
ston, plaintiffs,

vs.  
John Cascallan, of  
Fredericksburg,  
in said district,  
defendant.

The Sheriff returned that he has duly summoned the said defendant.

Thomas Markland for the plaintiffs appears in person and filed declaration.

The defendant being duly called made default.

The plaintiffs prays that default be recorded.

The Court do order that default be recorded as prayed.

George Magin, of  
Fredericksburg,  
plaintiff,

vs.  
Archibald Grant,  
William Crawford,  
of said place,  
defendants.

The Sheriff returned that he has duly summoned the said defendants.

Donald McDonell appears for the said plaintiffs and filed warrant of attorney.



The defendant being duly called made default. Ordered accordingly.

The Sheriff returned that he has duly summoned the defendant to appear.

The plaintiff appears in person and filed declaration.

The defendant being duly called made default.

The plaintiff prays that default be recorded.

Ordered accordingly.

James Clark,  
of Kingston,  
plaintiff

vs.

John deCourcy  
Gill, of  
Fredericksburg,  
defendant.

The Sheriff returned that he had taken and seized in execution a lot of land in the first Concession of Fredericksburg, No. sixteen, containing two hundred acres, with a house and barn, and a frame for a house thereon, not being able to come at any of the moveables of the said George McGinn, he having locked his doors and conveyed his cattle off the farm aforesaid to some place unknown to the Sheriff, he has therefore advertised according to law the above-mentioned lot of land, house, etc., for sale, on the eighteenth day of August next.

Macauley & Mark-  
land

vs.

George Magin.  
(From Wednesday  
last.)

John Ferguson appears for the plaintiffs and prays that judgment may be entered against the defendant.

The Court having duly considered the default of the defendant, likewise examined the several exhibits filed in this cause, do consider that the plaintiff shall recover of the defendant the sum of thirty-two pounds, sixteen shillings and fourpence halfpenny currency for his debt, with costs of suit.

John Howell

vs.

Joseph Westly.  
(From Friday last.)

The plaintiff appears in person and exhibited the agreement set forth in his declaration.

The defendant being again duly called again made default.

The plaintiff informs the Court that the said lot of land sold him by the defendant, does not contain more than one hundred and fifty acres, and that the defendant never had possession of more than the said one hundred and fifty acres of land in the Township of Sophiasburg, and that he has never received any compensation in land or otherwise for the deficiency in the aforesaid agreement.

On motion of the plaintiff the evidence of Alxr. Atkin and Jno. German is taken and filed.

The Court will deliberate.

John Trompour

vs.

Peter Vanskiver.  
(From last term.)

The plaintiffs appears in person and filed his account against the defendant.

The defendant being duly called again made default.

The said Richard Cartwright having duly attested the

Robert Hamilton  
and Richard  
Cartwright

vs.

Alex'r McKenzie.  
(From Friday last.)

account filed prays that judgment may be given against the defendant.

The Court having considered the default of the defendant, likewise examined the several exhibits filed, do adjudge that the plaintiff may recover of the defendant the sum of twenty pounds, four shillings and tenpence currency with costs of suit, taxed at three pounds, eight shillings and sevenpence currency.

Robert Hamilton  
& Richard  
Cartwright  
vs.  
James Gale,  
defendant.

The defendant having been again duly called made default.

The plaintiffs appear by Richard Cartwright and filed the several acknowledgments of the defendant set forth in their declaration, and prays that judgment may be given against the defendant.

The Court having considered the several defaults made by the defendant, likewise examined the several exhibits filed in this cause, do order and adjudge that the said plaintiffs may recover of the defendant the sum of thirty-six pounds, three shillings and sixpence currency for their debt, with costs of suit taxed at five pounds, six shillings and sevenpence.

John Mosure  
vs.  
James Gale.  
(From last Friday.)

The plaintiff appears in person.

The defendant being again duly called made default.

The plaintiff exhibited and filed his certain promissory note payable to John Gallaway for the sum of twenty-five pounds, bearing date the 24th day of May, 1786, and it appears by the evidence of James Robins that the said note was granted for security to the said Gallaway for a debt due him by the defendant, and it appears that the plaintiff has paid his said note. It appears to the Court by the acknowledgment of the plaintiff as well as his written obligation filed that he has received property of the defendant's amounting to the sum of eight pounds, fifteen shillings.

The Court having considered the default of the defendant and examined the several exhibits filed do adjudge that the plaintiff shall recover of the defendant the sum of twenty pounds, nineteen shillings and threepence for his debt and interest with costs of suit.

Peter Clark  
vs.  
James Gale.  
(From Friday  
last.)

The plaintiff appears in person and filed the note and account set forth in his declaration.

The defendant being again duly called made default.

The plaintiff prays that judgment may be given against the defendant.

The Court having considered the default of the defendant, likewise the several exhibits filed, do adjudge that

the plaintiff may recover of the defendant the sum of twelve pounds, fifteen shillings and fivepence with costs.

The court adjourned until Monday next.

MONDAY, 11th JULY.

The court met pursuant to adjournment.

PRESENT: The same Judges.

Peter Clark appears for the plaintiff and filed warrant of attorney, and prays the Court that judgment may be given in this cause.

John Trompour  
vs.  
Peter Vanskiver.  
(From the 9th inst.)

It appears from the evidence in this cause that the plaintiff bought from the defendant three hundred and fifty acres of land, of which from the situation of the ground, unknown to the parties at the time of sale, there is in fact not over one hundred and fifty acres, the second Concession being entirely wanting. On these, by the testimony of Mr. German, there appears to have been improvements of considerable value, and there appearing to be no fraud in the transactions, nor any damages sustained by the plaintiff further than paying for more land than he has or can recover, ample justice will be done him by re-imbursing him a tolerable proportion of the purchase money. The Court therefore consider that the plaintiff do recover of the defendant the sum of fifty pounds with costs of suit.

The defendant appears in person and prays that default may be taken off.

Macaulay & Mark-  
land  
vs.  
John Carscallan,  
(From last  
Saturday.)

The Court do order that the default may be taken off on paying costs.

The defendant pleads that the plaintiffs hath no right to sue for the said note, because he had frequently tendered payment to the said Ferguson that is to say the said Ferguson's own note of hand due twelve months before last June which the said Ferguson refused to accept, and further that he informed the plaintiffs of such tender and refusal, and desired that they would not take the said note as he did not consider himself liable for the payment and that the plaintiffs assured him he would not.

The plaintiff also appear in person and saith that he does not consider the defendant's plea to be in the least sufficient to invalidate his demand against him, and filed the defendant's note bearing date as set forth in his declaration and prays the Court to give judgment.

The Court will take time to deliberate.

Adjourned until Friday next.



FRIDAY, 15th JULY, 1791.

Present: The same Judges.

James Clark  
vs.  
John dec'y Gill.  
(From Friday last.)

John Ferguson appears for the plaintiff and filed warrant of attorney.

The defendant being again called this day made default.

The plaintiff filed the defendant's notes bearing date as set forth in said declaration.

The Court having examined the said notes it appears to the Court that one of the said notes bearing date the 19th day of March last, may be for a part of the judgment obtained against the defendant in March term last, therefore the Court will not proceed to judgment until they are better satisfied of this matter by the plaintiff in person.

Titus Simons  
vs.  
Joseph Allen.  
(From 6th inst.)

The defendant appears in person and prays judgment may be entered in this cause.

The Court having considered the verdict of the jury, do order that the defendant be dismissed with costs taxed at fourteen pounds, six shillings, and they do further order that the judgment obtained in this Court on Friday last against the defendant by the said plaintiff for the sum of six pounds, two shillings may be set off as part payment of the costs now adjudged to him.

Macauly & Mark-  
land  
vs.  
John Carscallan.  
(From Monday  
last.)

Thomas Markland appears for the plaintiffs and prays that judgment may be entered in this cause.

The Court not being yet prepared to give judgment will take time to deliberate.

Adjourned until Friday the 16th September next.  
(1791.)

COURT OF  
COMMON  
PLEAS.

DISTRICT OF MECKLENBURG, KINGSTON, U.C.

FRIDAY, 16th SEPTEMBER.

SEPTEMBER  
TERM,  
1791.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright and Neil McLean, Esquires.

David Betton, of  
Kingston,  
plaintiff,  
vs.  
James Connor, of  
said place,  
surgeon,  
defendant.

The Sheriff returned that he has duly summoned the defendant to appear.

The plaintiff appears in person and filed his declaration.

John Howard appears for the defendant and filed warrant of attorney.

And the said defendant filed his plea in answer to the declaration and saith that he is not guilty.

The plaintiff persists in affirming that the defendant is guilty, in manner and form as set forth in his declaration, and prays that time may be allowed until next term to procure his evidence.

On motion of the plaintiff the Court do order that time may be allowed as prayed.

The plaintiff, by James Dawson, his attorney, appears and saith that he is now ready for trial.

The defendant appears in person and saith that he is also ready for trial.

The Court orders that this cause may be tried to-morrow.

The plaintiff appears in person and prays that the defendant may be ordered to plead at a short day.

The defendant also appears in person and prays time to procure his evidence.

The Court do order that this cause may be tried on Friday next.

The plaintiff appears in person and prays to withdraw his action and that the note payable to Florence Donavon may be returned, and that the note payable to James Clark, or order, may remain in court as it was taken in part payment of judgment obtained against the defendant in March term last.

The Court do order that the note prayed for may be restored and that the plaintiff pay costs.

John Culbertson appears for the plaintiffs and prays that judgment may be given in this cause.

It does not appear that the said John Culbertson has legal power to appear for the plaintiffs, therefore the Court cannot proceed on any motion made by the said John Culbertson.

Peter Clark appears for the plaintiff and filed the award delivered by the arbitrators in writing and pray the Court to give judgment.

The defendant also appears in person and declares that he is ready to satisfy the said award as soon as a bill of costs may be delivered by the plaintiff.

The plaintiff prays time until to-morrow to deliver bill of costs.

The Court order that time may be allowed as prayed.

John Stringer,  
vs.  
Joshua Booth.  
(From last term.)

Donell McDonell,  
vs.  
William MacKay.  
(From last term.)

James Clark,  
vs.  
Jno. Dec'y Gill.  
(From last term.)

Macauley and  
Markland  
vs.  
John Carscallan.  
(From last term.)

William Cox  
vs.  
Joseph Allen.  
(From last term.)

John Ferguson  
vs.  
Mathew Dies.  
(From last term.)

The plaintiff was duly called and did not appear.

John Ferguson  
vs.  
John Carscallan.  
(From last term.)

The plaintiff was duly called and did not appear.

Alex'r Chisholm  
vs.  
William Johnson.  
(From last term.)

The plaintiff was duly called and did not appear.

John Mosure  
vs.  
James Gale.

The Sheriff returned that he has taken in execution as belonging to the said James Gale a lot of land, No. five, in the second Concession of the Township of Kingston, containing one hundred acres, also lot No. five, in the Third Concession, containing two hundred acres, and half a lot No. seventeen in the Third Concession, containing one hundred acres, all in the said Township of Kingston, consisting in the whole of four hundred acres, the whole of which is advertised for sale according to law to be sold at Kingston on the thirtyeth day of December next, the said James Gale not having any goods or chattels in this district whereof he could levy the said debt and costs.

SATURDAY, 17th SEPTEMBER, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., Neil McLean, and Hector McLean, Esquires.

John Stringer  
vs.  
Joshua Booth  
(From yesterday.)

The plaintiff appears by James Dawson, his attorney, and prays that his evidence may be called to prove his title to the lot of land set forth in his declaration.

The defendant appears in person and objects to the hearing any parole evidence to prove the plaintiff's title to the said lot of land, because by law no verbal agreement, relative to landed property can be proved by parole testimony, wherefore the defendant prays that this action be dismissed with costs.

The Court do consider that the defendant's reason for objecting to parole evidence does not hold in this case. This suit is not to recover possession of land or damages in consequence of non-performance of an agreement, but for damages for unjustly detaining lands alledged to be originally granted to the plaintiff, and the original grant for which, it is averred by the plaintiff, that the defendant unfairly became possessed of and doth detain, which circumstance can only be proved by parole testimony. It is therefore ordered that the plaintiff proceed with his proofs.



The evidence on behalf of the plaintiff having been gone through, the defendant called no witness, but produced a paper signed John Stringer purporting that he, the said John Stringer, had exchanged with Jesse Booth the lot in question, No. 40, for £2 8s. 10d. lot No. 3 in First Township, and saith that the matter was settled by the said Jesse Booth and Stringer before the Deputy Surveyor General, Mr. Collins, that he, the said Jesse Booth, was to have the lot No. 40.

The Court not being yet agreed what judgment ought to be given in this cause will take time to deliberate thereon until Friday next, at which time the parties are directed to attend.

The plaintiff moves the Court that the sum of three pounds, twelve shillings and eightpence, paid the Sheriff for his fees in this suit, may be added to the costs heretofore taxed, as not being included in the bill laid before the Court at that time. But the Clerk and Sheriff having through sickness been obliged to withdraw from the court, time will be taken to inquire into this matter.

Allen  
vs.  
Simons.

On motion of the plaintiff it is ordered that the Sheriff do amend the return made on the execution this day and defective for want of describing with sufficient accuracy the situation of the property seized, and that the said return so amended be made to this Court on Friday next.

James Clarke  
vs.  
John De Courcy  
Gill.

John Howard represents to the Court that the Sheriff hath under an execution from this Court advertised for sale his farm in Fredericksburg in a very defective manner, by which he is apprehensive that he may be injured on account of its lessening the value in the opinion of persons inclined to become purchasers. That his farm consists of 150 acres, of which from nine to ten acres are meadow, about thirty acres of arable land, and the rest wood. That there is thereon a dwelling-house, 44 by 22 ft., and a log barn 42 by 22 ft., and moves that the Sheriff made be ordered so to describe it in his advertisements. But he not being prepared to satisfy the Court upon his oath of these particulars no order is made thereon.

Peter Clark appears for the plaintiff and filed power of attorney, and prays that this cause may be ordered for next term, the said John Ferguson being in Montreal.

John Ferguson  
vs.  
John Carscallan.  
(From yesterday.)

The defendant does not appear.

On motion of Mr. Clark, the Court do order that this cause may be heard as prayed.

John Ferguson  
vs.  
Mathew Dies.  
(From yesterday.)

Peter Clark appears for the plaintiff and prays that this cause may be ordered for trial on the first return day of January term next.

The defendant does not appear.

The Court on motion of Mr. Clark do order that this cause may be tried as prayed.

As it is considered by the Court to be irregular for the Clerk of this Court to act as attorney in any cause brought before them, it is ordered that in future he shall not be admitted to appear as agent to manage or conduct any suit in this court, or make any motion except where he is himself personally interested.

It is also ordered by the Judges that no process shall issue from this court for costs due to any of its officers until a regular account of said costs shall have been previously delivered to the party.

The Court adjourned until Friday next.

### FRIDAY, THE 23rd SEPTEMBER, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright and Neil McLean, Esquires.

John Stringer  
vs.  
Joshua Booth.  
(From Saturday last.)

The plaintiff grounds his claim to the lands in question on what is called a certificate of occupation received by him from the Deputy Surveyor General, and which is in the following form:—

“Province of Quebec.”

“The bearer hereof, A. B., being entitled to one hundred acres of land by his Majesty’s Instructions to the Governor of this Province, has drawn lot No. Forty, consisting of one hundred acres in full of the said proportion in the Seigneurie of No. Two, and having taken the oath and made and signed the declaration required by the Instructions, he is hereby authorised to settle and improve the said lot without delay, and being settled thereon he shall receive a deed of concession at the expiration of twelve months from the date thereof.”

Such certificate is signed by the Governor and countersigned by the Surveyor General or Deputy Surveyor General.

This certificate is evidently nothing more than a promise on the part of the Crown that if the person to whom such certificate is granted shall become a resident and settle himself on the lands expressed in the certificate with a view to cultivate them, he shall, in the event of his being so settled, receive at the expiration of twelve months a deed



of concession, or legal title to such lands; as by reference to the King's Instructions for granting the waste lands of the Crown to the loyalists and disbanded troops will more fully appear. And as it appears on evidence that the plaintiff hath not performed the conditions on his part; but after remaining from two to three months at most on the land, and making some very trivial improvements which indeed hardly deserve to be mentioned, abandoned it with an avowed intention never to return, he must be considered as forfeiting any title he could derive from such certificate. It is not necessary to give any opinion respecting the defendant's right to the premises, the plaintiff having clearly no legal title to them. The Court do consider that this suit be dismissed with costs.

The plaintiff appears in person and filed his account against the defendant, amounting to ninety-two pounds, one shilling, lawful currency, including the defendant's note bearing date as set forth in the declaration.

Donell McDonell  
vs.  
William McKay.  
(From Friday  
last.)

The defendant also appears in person and saith that with respect to the note filed against him, he ought not to be charged therewith, judgment having been already given against him for that note in the Court of Common Pleas, in the District of Montreal, sometime in December, one thousand seven hundred and eighty-seven, but time having been given since last term for the defendant to produce proof of this and no such being now offered, the Court also supposing that no judgment could be given on a note of hand, without the same being filed in the said court, do consider the plaintiff's plea in this respect as immaterial.

And the defendant further saith that with respect to the book account, he is not indebted in manner as set forth in the declaration which he prays may be inquired of by the Court.

And the plaintiff doth so likewise.

The Court do order that the parties may appear on Wednesday next.

The Sheriff returned that he has duly summoned the defendant to appear.

The plaintiff appears in person and filed his declaration.

The defendant being duly called made default.

The plaintiff prays that default may be recorded.

Ordered accordingly.

Peter Clark, of  
Kingston,  
plaintiff

vs.  
Joseph Allen, of  
Adolphustown,  
defendant.

The Sheriff returned that he has taken in execution as belonging to John de Courcey Gill a lot of land in Camden, First Concession, No. Four, containing two hun-

James Clark,  
vs.  
John Dec'y Gill.  
(From March  
term last.)



dred acres, also No. Six, in the First Concession, containing two hundred acres, and also one half of lot No. Four, in the Second Concession, containing one hundred acres, which he has advertised according to law to be sold and adjudged to the highest bidder on the thirtieth day of December next at Kingston; the said John de Courcy Gill having no goods or chattels in his district whereof he could levy any part of said debt or costs.

Adjourned until Wednesday next.

WEDNESDAY, 28th SEPTEMBER, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

Donell McDonell  
vs.  
William McKay.  
(From Friday  
last.)

The plaintiff appears in person and persists in affirming that the defendant is indebted to him in manner as set forth in his declaration, which he is ready to prove.

The defendant also appears in person and objects to the sum of ten pounds overcharged him for Mr. Lansingh's share of mess account between the 15th March and 28th August, 1789. The defendant also filed his account against the plaintiff for the sum of fourteen pounds currency.

The plaintiff saith that with respect to the defendant's account, excepting the sum of two pounds, it being for fees of officer for making up manifests on shipping of officers' stores in the King's vessels, he doth not think himself entitled to pay it. These fees being established by law in the case of clearing merchants' vessels only. And with respect to the ten pounds objected as a wrong charge by the defendant, who alledges that, that sum should have been placed to the account of Philip P. Lansingh, Esq., who jointly ordered and partook of articles charged in the said account to the amount of twenty pounds. And the plaintiff saith that the several items charged in the said account were furnished on the sole credit and by the sole orders of the defendant.

The deposition of Alexander McDonell was taken and filed on motion of the plaintiffs.

The Court having fully heard the parties, likewise the evidence in this cause, will take time to deliberate and give judgment on Friday next.

Robert Clark  
vs.  
Thomas Loyd and  
Elisha Crane.  
(From 15th July  
last.)

The Sheriff returned that he has seised and taken as belonging to the within named Thomas Loyd and Elisha Crane, of Marysburgh, two milch cows, one young bull, and two lots of land known by the name of lots number fifteen

and number sixteen, containing one hundred acres each, which he has advertised according to law. But the plaintiff requesting to stay the execution he has not proceeded to the sale of the said cows and bull, as by the said execution it is directed.

The Court adjourned until Friday next.

FRIDAY, 30th SEPTEMBER, 1791.

The Court met pursuant to adjournment.

Present: The three Judges.

The plaintiff appears in person and prays that the Court will give judgment in this cause.

Donell McDonell  
vs.  
William McKay.

The defendant does not appear.

It is considered by the Court, that with respect to the sum of ten pounds objected to by the defendant, being the moiety of articles used in common by him and another person to whom he alledges that the plaintiff ought to resort to for that sum; as it appears in evidence that the articles so objected to were furnished by his sole order, and on his sole credit, the Court consider the objections as of no weight. It rests with the defendant and not with the plaintiff to have recourse to this third person.

The set-off by defendant for fees on the entry of the private effects of officers and others shipped in the King's vessels, appears perfectly just. It is indeed truly observed by the plaintiff that the law establishing the fees of a Superintendent of Inland Navigation relate to private vessels only. But his intervention is made necessary for the shipping of private effects in the King's vessels, and it does not appear incident to his office to do this business gratis. Like every other man he is entitled to be paid for his labour. Indeed the regulations settled by the Governor plainly say, if you ship private effects in the King's vessels, you must pay the superintendent twenty shillings for his trouble. It is optional to ship or not. Therefore by shipping a debt of twenty shillings is incurred to the superintendent, who has a legal remedy for this sum against the shipper in the same manner the owner has for the established freight.

On examining the accounts and other papers laid before the Court it appears that the defendant is indebted to the plaintiff the sum of seventy-four pounds, twelve shillings and threepence; it is therefore considered that the plaintiff do recover of the defendant the aforesaid sum of seventy-four pounds, twelve shillings and threepence, together with costs of suit taxed at six pounds, thirteen shillings and sixpence currency.

Peter Clark  
vs.  
Joseph Allen.  
(From Friday  
last.)

The plaintiff appears in person and filed the several notes and account as set forth in his declaration.

The defendant being again duly called made default.

The plaintiff prays that judgment may be given against the defendant.

The Court having duly examined the several exhibits filed, likewise considered the default made by the defendant, do consider that the plaintiff shall recover of the defendant the sum of eighteen pounds, seven shillings for his debt and costs taxed at three pounds, eleven shillings and six-pence.

Alexander  
Chisholm  
vs.  
William Johnson.  
(From last term.)

The plaintiff appears in person and prays that the Court may proceed to trial in this cause.

The defendant being duly called does not appear.

It appears that there was a rule of Court in this cause the last term, that the parties should appear on the first return day of this term, and as the plaintiff did not appear at that time or at any time since, until to-day, nor has given any notice of trial to the defendant.

The Court, on special instance of the plaintiff, do order that the cause may be tried next term, and that his failing to appear at the first day of this term shall not be considered as a discontinuance.

## JANUARY TERM.

MONDAY, 2nd DAY JAN., 1792.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., and Hector McLean, Esquires.

The Court adjourned until to-morrow at eleven o'clock in the forenoon.

TUESDAY, 3rd JANUARY, 1792.

The Court met.

Present: The same Judges.

Gabriel Gordon,  
Lieutenant of His  
Majesty's Second  
Battalion of 60th  
Regt. of Foot,  
plaintiff,

vs.  
Michel Grass of  
Kingston,  
defendant.

The Sheriff returned that he has summoned the defendant.

The plaintiff was called and does not appear.

Terrence Hunt,  
private soldier in  
the 2nd Battalion  
of 60th Regt. of  
Foot at Kingston,  
plaintiff,

vs.  
Titus Simons of  
Kingston,  
defendant.

The Sheriff has returned that he summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant was called and made default.



Mr. Lansingh produces and filed a certain writing from the defendant requesting him to make an excuse to the Court for his not appearing which was owing to indisposition.

The Court do consider that the said excuse not being accompanied by an affidavit, it is ordered on motion of the plaintiff that the default be recorded.

The Sheriff has returned that he summoned the defendant.

The plaintiff was duly called and does not appear.

The defendant appears in person and prays that this action be dismissed, with costs.

The Court on motion of the defendant do order that the defendant be dismissed and do recover of the plaintiff twenty-five shillings costs.

The Sheriff returned that he has summoned the defendant.

The plaintiffs were called, and John Culbertson appears and represents to the Court that the said Robert Macaulay being unable to attend from sickness, and the said Thomas Markland having been summoned to attend the Coroner, the said plaintiffs pray that this cause may be tried to-morrow, which is ordered accordingly. These circumstances being within the knowledge of the Court.

The Sheriff has returned that he has summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant was duly called and made default.

It is ordered on motion of the plaintiff that default be recorded.

The plaintiff appears and prays that this cause be ordered for to-morrow.

Ordered accordingly.

Christopher Georgen appears for the plaintiff and filed power of attorney given by the plaintiff to James Clark, Jun., which authorises the said James Clark to authorise and appoint one or more attorneys under him, and the said Christopher Georgen also filed a warrant of attorney from James Clark to appear as counsel in this cause, and the said counsel prays that judgment may be given on motion for a new trial in this cause.

The Court will take time to deliberate further of and concerning the plaintiff's motion for a new trial.

John Huyck, of  
Adolphustown,  
plaintiff,

vs.  
Willet Casey,  
defendant.

Robert Macaulay  
and Thomas Mark-  
land, merchants,  
and late  
co-partners in  
trade under the  
firm of Macaulay  
and Markland,  
plaintiffs,

vs.  
Daniel McMullan,  
of Fredericksburg,  
defendant.

Christopher  
Georgen, of  
Kingston, taylor,  
plaintiff,

vs.  
William Jones,  
of said place,  
defendant.

David Betton  
vs.  
James Connor.  
(From last term.)

John Ferguson  
vs.  
John Carscallen.  
(From last term.)

John Ferguson  
vs.  
Mathew Dies.  
(From last term.)

Christopher Georgen appears for the plaintiff and filed warrant of attorney from James Clark, Jun.

The defendant being called does not appear.

On motion of the plaintiff this cause is ordered for next term.

Alexander  
Chisholm  
vs.  
William Johnson.  
(From last term.)

The plaintiff appears in person and prays that the Court may proceed to try the issue joined.

The defendant also appears in person and prays that further time may be allowed him to procure some papers from Quebec necessary to prove his title to the premises.

As it appears to the Court that sufficient time has already been allowed the defendant to procure any such proof and that the defendant has actually received letters from Quebec more than once since this cause was instituted, it is ordered that the plaintiff may proceed to prove his claims as by his declaration is set forth.

The plaintiff produced a certain writing as follows:—

Province of  
Quebec,  
District of  
Mecklenburgh.

Kingston, 15th April, 1789.

The bearer, Mr. Alexander Chisholm, being intitled to Lord Dorchester's Bounty, by his order from the Land Board, has drawn one half of lot No. 11 in the First and Second Concessions, consisting of two hundred acres, in full of the said proportion, in the Township of Thurlow, and having taken this oath and made and signed this declaration required by the King's instructions, he is hereby authorised to settle and improve the said lot without delay, and being settled thereon he shall receive a Deed of Concession at the expiration of twelve months from the date hereof.

Signed, ALEXANDER AITKIN,

Dp'y G. Survey'r for the District of Mecklenburgh.  
N.B.—East half of No. 11.

On motion of the plaintiff the deposition of John McIntosh was taken and filed.

The Court having this day fully heard the parties, and the evidence called by the plaintiff, the defendant not having called any evidence, but insisted that the plaintiff had no title to the premises, the Court not being prepared to give judgment will take time to deliberate.

Robert Macaulay  
and Thomas  
Markland,  
merchants and  
late co-partners,  
under the firm of  
Macaulay &  
Markland, of  
Kingston,  
plaintiffs,  
vs.  
John DeCoursey  
Gill, late of  
Fredericksburg,  
defendant.

The Sheriff has returned that he has duly summoned the defendant to appear.

The plaintiffs were called, and John Culbertson appears for them and informs the Court that the said Robert Macaulay is unable to attend from sickness, and that the said Thomas Markland is summoned to attend the coroner as a juror, on an inquest to be taken this day, and prays that this cause may be ordered for to-morrow.



The defendant being called does not appear.

The circumstances represented by John Culbertson being within the knowledge of the Court, it is ordered that this cause be called to-morrow.

Adjourned until to-morrow at eleven o'clock in the forenoon.

WEDNESDAY, THE 4th DAY OF JANUARY, 1792.

The Court met.

Present: The same Judges.

The plaintiff and defendant were called and did appear.

The Court having upon mature deliberation considered the arguments of the parties, are of opinion that the conversation that passed between the plaintiff and defendant in the spring, one thousand seven hundred and eighty-nine, as stated in the deposition of John McIntosh, can by no means be construed as a surrender of the premises to the plaintiff or such a recognition of his right to them as would be insufficient in law to entitle him to recover the possession, or damages for with-holding it or his representative. Besides, as in his declaration the plaintiff sets forth no other title to the lands than as having drawn them (meaning their being assigned him as a part of the lands promised by Government to persons of his description), no evidence of a title grounded on any other matter would be admissible.

The plaintiff's claim therefore must not rest solely on the authority of the writing signed "Alex'r Aitkin. Dp'y G. Surveyor for the District of Mecklenburg" without entering into the question how far such writing could be at all considered as a legal conveyance. We all know that the Deputy-Surveyor hath of himself no authority to grant the lands of the Crown, and can only do it by virtue of some power derived from His Majesty's Representative the Governor of the Province. How such power is derived to him, and that it hath been in this instance strictly pursued should have been particularly shown by the plaintiff. The Court cannot take for granted either that such power exists, or that it hath been duly executed, unless it hath been circumstantially set forth and proved by the plaintiff. The omission is therefore fatal, and without entering into the merits of defendant's title there must be judgment of non-suit.

The plaintiff appears in person and prays that the issue joined in in this cause may be enquired of by the court.

Alexander  
Chisholm,

vs.

William Johnson.  
(From yesterday.)

David Betton

vs.

James Connor.  
(From yesterday.)



John Howard appears for the defendant and prays that a venire may issue for a jury to try the issue joined.

On motion of the defendant it is ordered that a venire do issue returnable on Saturday next, the seventh instant.

Robert Macaulay &  
Thomas Markland  
vs.  
Daniel McMullan.  
(From yesterday.)

Thomas Markland appears for the plaintiffs and filed the declaration.

The defendant also appears in person and saith that he is not indebted to the plaintiffs the sum demanded in the declaration or any part thereof.

And the plaintiff in reply saith that the defendant is indebted in manner as set forth in said declaration, which he prays may be enquired of by the Court.

The defendant sayeth that he is not ready for trial, for want of William McKay, Esq., a material witness who is absent at Niagara, of which he is ready to make affidavit.

It is ordered that the defendant may be allowed time until Saturday, the seventh instant, to file his affidavit.

Robert Macaulay &  
Thomas Markland  
vs.  
John Dec'y Gill.  
(From yesterday.)

Thomas Markland appears for the plaintiffs and filed declaration.

The defendant was duly called and made default.

On motion of plaintiffs it is ordered that the default be recorded.

Hamilton and  
Cartwright  
vs.  
Gotlieb Christian,  
Baron de  
Reitsenstein.

The Sheriff returns and filed a caveat entered by Joseph Allen, against the sale of lots Nos. One, Seventeen, and Twenty-seven, of the lands, taken and seised as belonging to the defendant.

It is ordered that the said Joseph Allen shall appear in this Court on the first return day of next March term to prove his title to the said lands, and that the Sheriff do not proceed to make sale thereof until the further determination of this Court.

Hamilton and  
Cartwright  
vs.  
Richard Campbell.

The Sheriff returned that he has seised and taken in execution as belonging to Richard Campbell, one dwelling-house, 24 feet long, 18 feet wide, and one stable fifteen feet square, both situate, lying, and being in Kingston, and one lot of land in Marysburg, known by the name of lot No. Nine, fronting the lake, containing one hundred acres, and that all the said premises are duly advertised according to law to be sold and adjudged to the highest bidder on Thursday, the 26th day of January next, at ten o'clock in the forenoon of said day at the house of James Robins; the said Richard Campbell having no other goods or chattels whereof he could levy any part of the debt or costs, as was commanded him.

Adjourned until Saturday next, the seventh inst., at ten o'clock in the forenoon.

## SATURDAY, THE 7th JANUARY, 1792.

The Court met pursuant to adjournment.

Present: The same Judges.

The Sheriff returned the venire.

The jurors impaneled and sworn were:—

- |                        |                      |
|------------------------|----------------------|
| 1. Michel Grass.       | 7. Eman'l Elderbeck. |
| 2. James Robins.       | 8. David Brass.      |
| 3. John Duncan.        | 9. Andrew Derrick.   |
| 4. Christopher Georgen | 10. James Russell.   |
| 5. Malen Knight.       | 11. Hickbut Hawley.  |
| 6. George Gallaway.    | 12. Amos Ainsley.    |

David Betton  
vs.  
James Connor.

The declaration of the plaintiff and the plea of the defendant were read.

Evidence for the plaintiff sworn: Robert Macaulay, Thomas Markland, Donald McDonell.

Evidence for the defendant: Edward Codd.

The Crier of the Court was sworn to attend the jury.

The jury having fully heard the parties likewise their respective evidence, withdrew to consider of their verdict, and having returned into court and being now called over, say by Christopher Georgen, their foreman, that they find a verdict for the defendant.

The Court will take time to consider.

The defendant appears in person and filed affidavit that he could not proceed to trial of this cause without the evidence of Wm. McKay, and prays that this cause may be ordered for trial on the return day of next term.

Robert Macaulay &  
Thomas Markland  
vs.  
Daniel McMullan.

On motion of the defendant, it is ordered that this cause be set down for trial on the first return day of March term next.

Adjourned to Monday, the ninth inst.

## MONDAY, THE 9th DAY OF JANUARY, 1792.

The Court met pursuant to adjournment.

Present: The same Judges.

The Sheriff returned that he has summoned the defendant.

Peter Arnoldie  
vs.  
Richard Ferguson.

The plaintiff was called. James Clark, Jun., appears and filed declaration in this cause, the said James Clark also produces a power of attorney duly executed from Peter Arnoldie to John Ferguson, also a general power of attorney from the said John Ferguson authorising him

generally to act as his attorney in all matters whatsoever, but as there appears no particular power of substitution respecting Mr. Arnoldie's business, the Court do not think him the said Jas. Clark duly authorised by virtue of the said power of attorney from John Ferguson to appear as his substitute in this cause. It is therefore considered that no further proceedings can be had in this cause.

Solomon Orser &  
Mary Orser  
vs.  
Oliver Arnold.

The Sheriff has returned that he summoned the defendant.

Solomon Orser appears for the plaintiffs and filed declaration.

The defendant appears in person and prays that time may be allowed him to enter his plea.

On motion of the defendant it is ordered that time may be allowed until Thursday next, the twelfth inst.

Alexander Clark  
vs.  
Owen McGraw.

The Sheriff returned that he has summoned the defendant.

The plaintiff appears in person and filed declaration.

John Armstrong appears for the defendant and filed warrant of attorney from the defendant to confess judgment for the sum demanded in the declaration of the plaintiff.

The plaintiff also filed the defendant's promissory note for the sum of seventeen pounds, sixteen shillings and ninepence, likewise his account amounting to the sum of eighteen shillings and sixpence, and his account of interest. In all amounting to the sum of twenty pounds, thirteen shillings and ninepence.

It is therefore considered by the Court that the plaintiff shall recover of the defendant the said sum of twenty pounds, thirteen shillings and ninepence, with costs of suit.

John Carscallen  
vs.  
John Ferguson.

The Sheriff has returned that he summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant was called and made default.

On motion of the plaintiff it is ordered that the default shall be recorded.

David Betton  
vs.  
James Connor.

The plaintiff appears in person and prays that a new trial may be had in this cause because that the verdict of the jury was contrary to the evidence given them.

The defendant appears by his attorney, John Howard.

It is considered on motion of the plaintiff that the defendant may appear in this court on the first return day



of next term to show cause why a new trial should not be had as prayed.

James Clark, Jun., appears for the plaintiff, and prays judgment on motion for a new trial in this cause.

John Ferguson  
vs.  
John Carscallen.

It is ordered that the defendant may appear in this court on the first return day of next term, and show cause why a new trial shall not be allowed.

TUESDAY, THE 10th DAY OF JANUARY, 1792.

The Court met.

Present: Richard Cartwright and Hector McLean, Esquires.

The defendant now appears in person and prays that the default of Tuesday last may be taken off.

Terrence Hunt  
vs.  
Titus Simons.

It is ordered on motion of the defendant that default be taken off on paying costs.

And the said defendant saith that he is not guilty in manner and form as set forth in the declaration of the plaintiff, and prays that this may be inquired of by the country.

And the said plaintiff doth so likewise, and prays that a venire may issue.

It is ordered that a venire may issue as prayed, returnable on Friday next the thirteenth instant.

The defendant was again duly called this day and made default.

Robert Macaulay &  
Thomas Markland  
vs.  
John Dec'y Gill.

Thomas Markland appears for the plaintiffs and prays that the Court may proceed to try this cause, and receive proof of their demand as stated in the said declaration. And the said plaintiffs produce the defendant's promissory note for the sum of fifty-two pounds, fifteen shillings currency and an account of interest thereon amounting to one pound, nine shillings, in all amounting to the sum of fifty-four pounds, four shillings, and saith that the same is due for the goods and merchandises as stated in the declaration.

John Culbertson, being a witness to the said promissory note, was sworn to declare the authenticity of the same.

It is considered that the plaintiff shall recover of the defendant the sum of fifty-four pounds, four shillings, for their said debt, together with costs of suit.

Christopher  
Georgen  
vs.  
William Jones.

The defendant was again duly called this day and made default.

The plaintiff appears in person and prays that the Court may proceed to receive proofs of his demand against the defendant, likewise produces and filed several accounts against the defendant for the sum demanded in his declaration, which accounts the said plaintiff and Thomas Markland have attested.

The Court having duly examined the said accounts filed, likewise the original writ of summons and the default made by the defendant, it is considered that the plaintiff do recover of the defendant the sum of fourteen pounds, eleven shillings and one penny halfpenny currency for his debt, together with costs of suit.

Adjourned until Thursday next.

THURSDAY, THE 12th JANUARY, 1792.

The Court met.

Present: The same Judges.

No business.

FRIDAY, THE 13th DAY OF JANUARY, 1792.

The Court met.

Present: The same Judges.

Terrence Hunt  
vs.  
Titus Simons.

The Sheriff returned the venire.

The parties appear personally.

The jury called and sworn to try the issue joined were:

- |                        |                      |
|------------------------|----------------------|
| 1. John Everett.       | 7. George Younge.    |
| 2. Michel Grass.       | 8. James Richardson. |
| 3. John Duncan.        | 9. Barnabas Day.     |
| 4. James Robins.       | 10. Samuel Ainsley.  |
| 5. Christopher Georgen | 11. Amos Ainsley.    |
| 6. Joseph Pritchard.   | 12. Phillip Pember.  |

Evidence sworn for plaintiff: John Gurner, Charles Ingram, Frederick Yeates.

Evidence for defendant: Ephraim Knap.

The jury having fully heard the parties, likewise their respective evidence, withdrew to consider of their verdict, and having returned into court, say by James Richardson, their foreman, that they find a verdict for the plaintiff with ten shillings damages, and that the plaintiff and defendant do each pay their own costs.

The Court informed the jury that the matter of costs did not regularly come under their consideration, that the points on which they were to determine was whether the

issue was for the plaintiff or the defendant, and if for the plaintiff to assess the damages that the case seemed to require, that the costs must follow the rules fixed by law in such cases.

Whereupon the jury again retired to consider of their verdict, and having returned into Court say by James Richardson, their foreman, that they find a verdict for the plaintiff with five shillings and sixpence damages.

Adjourned until to-morrow.

### SATURDAY, THE 14th JANUARY, 1792.

The Court met.

Present: The same Judges.

The plaintiff appears in person and prays the Court to give judgment on the verdict of the jury in this cause.

Terrence Hunt  
vs.  
Titus Simons.

It is considered by the Court that the plaintiff shall recover of the said defendant the sum of five shillings and sixpence awarded him for damages, together with costs of suit. There having been an actual battery, not an assault only, in which latter case no more costs than damages could have been awarded.

The Sheriff has returned that he summoned the defendant.

Joseph Forsyth  
& Co.  
vs.  
Michel Phillips.

The plaintiff appears in person and filed his declaration.

The defendant was duly called and made default.

On motion of the plaintiff it is ordered that default be recorded.

Adjourned until Saturday, the 17th March next.

### SATURDAY, THE 17th DAY OF MARCH, 1792.

MARCH TERM,  
1792.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., Neil McLean, and Hector McLean, Esquires.

The Sheriff returned that he has duly summoned the defendant.

Thomas Markland appears for the said plaintiffs and filed declaration.

The defendant was called and made default.

On motion of Mr. Markland, it is ordered that the default be recorded.

Robert Macaulay &  
Thomas Markland,  
of Kingston,  
merchants and  
late co-partners,  
plaintiffs,  
vs.  
Simon J. Cole, of  
Sophiasburgh,  
yeoman,  
defendant.



George Gallaway,  
of Kingston,  
yeoman,  
plaintiff,

vs.  
Amos Ainsley,  
of said place,  
carpenter,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant also appears in person and saith that he is not ready for trial, for that he having paid money on account of his said obligation by the desire of the plaintiff to the plaintiff's wife for which he took a receipt, and the said receipt being lost or mislaid, he prays that time may be allowed him to prove the same.

The plaintiff in reply saith that the money paid by the defendant is endorsed on the said note, and that the defendant is indebted in manner as set forth in the declaration.

It is ordered that this cause be set down for trial on Monday next, the nineteenth inst.

David Betton,  
plaintiff,  
James Connor,  
defendant.  
(From last term.)

The plaintiff appears in person.

John Howard appears pursuant to Rule of Court last term, and prays that he may be dismissed as attorney for the defendant, the defendant being personally present.

James Connor appears in person and prays that time may be allowed until Monday next to file reasons against a new trial being had in this cause.

On motion of the defendant it is ordered that time be allowed as prayed.

Robert Macaulay &  
Thomas Markland,  
plaintiffs,  
vs.  
Daniel McMullan,  
defendant.  
(From last term.)

Thomas Markland appears for the plaintiffs.

The defendant being called does not appear.

It is ordered that this cause be set down for trial on the first day of next term.

Peter Schultz  
vs.  
William Carsons.

The plaintiff appears in person and produced and filed an authenticated copy of a judgment of the Court of Appeals whereby the judgment in this cause given by this Court has been reversed, and prays by a petition filed that a Rule of this Honourable Court may be made for the said William Carsons to appear before them on Saturday, the twenty-fourth instant, to shew cause, if any he hath, why this cause should not stand revived and be forthwith proceeded upon.

It is ordered accordingly that the said William Carsons do appear in this court on Saturday, the twenty-fourth inst., as prayed.

MONDAY, THE 19th DAY OF MARCH, 1792.

The Court met.

Present: The same Judges.

The defendant appears in person and filed his reply to the prayer of the plaintiff for a new trial.

David Betton  
vs.  
James Connor.  
(From Saturday  
last.)

The plaintiff also appears in person and persists that the verdict of the jury was contrary to evidence, therefore prays a new trial may be had.

The Court will take time to deliberate and give judgment on motion for a new trial.

The plaintiff appears in person.

George Gallaway  
vs.  
Amos Ainsley.  
(From Saturday  
last.)

The defendant was called and does not appear.

The plaintiff produced and filed the defendant's promissory note bearing date, etc., as set forth in his declaration, by which it appears that there still remains due on the said note the sum of twenty pounds, fourteen shillings and eightpence currency of this Province, and the further sum of seventeen shillings and elevenpence for interest due thereon. The said note being witnessed by Peter Clark, he was sworn to the authenticity thereof.

It is therefore considered by the Court that the plaintiff shall recover of the defendant the sum of twenty-one pounds, twelve shillings and sevenpence for principal and interest, with costs of suit.

In action of damages for slander, from last term.

John Ferguson  
vs.  
John Carscallen.

The defendant appears in person and prays the Court to give judgment on the verdict of the jury in this cause.

The plaintiff was duly called and does not appear.

It appears to the Court that the plaintiff has from time to time put off the proceeding to judgment on motion made in March term 1791, and the defendant represents to the Court that the plaintiff does not appear to proceed according to the motion made by him the last term. The defendant therefore prays to be dismissed.

It is considered that the Rule of Court for the defendant to appear and show cause why a new trial should not be had be discharged, and that the defendant be dismissed from this suit with costs, taxed at four pounds.

Adjourned until Friday, the 23rd inst.

### FRIDAY, 23rd MARCH, 1792.

The Court met pursuant to adjournment.

Present: The three Judges.

The Sheriff returned that he has summoned the defendant by leaving a true copy of the original writ of summons and declaration at the defendant's last place of residence in the hands of a grown person.

Richard  
Cartwright, Jun.,  
of Kingston,  
merchant,  
plaintiff,  
vs.  
Moses Simmons,  
of Ernest Town,  
yeoman,  
defendant.

The plaintiff appears in person and filed declaration.

The defendant being duly called made default.



It is ordered on motion of the plaintiff that the default be recorded.

David Betton  
vs.  
James Connor.

The plaintiff appears in person and prays the Court to give judgment on motion for a new trial in this cause.

The Judges differing in opinion of and concerning judgment on motion for a new trial in this cause gave their reasons, one by one, as follows, viz.: The Honourable Hector McLean, Esq., saith that the defendant has not shewn sufficient cause why a new trial ought not to be granted. That the verdict is contrary to evidence, and that there was not only an actual battery clearly proved, but likewise marks of violence in consequence thereof, in which case considerable damages are frequently given, though in the present instance moderate damages could have only been expected; there appears to be no positive rule or precedent of law to govern the Court or bind them relative to granting new trials, but seem to be left entirely at their discretion. Not granting a new trial in this case would be making a dangerous precedent and establishing the verdict of a jury, tending to impress an opinion on the minds of the people, that, however great the injury offered to one's person, it should entitle him to no damages without he sustains pecuniary loss, an opinion tending to endanger the peace and tranquility of His Majesty's subjects, by encouraging rather than suppressing disorderly behaviour, and consequently highly repugnant to the original intention of juries and the liberty of the English Constitution, wherefore he saith that he is clearly of opinion that a new trial ought to be granted.

The Honourable Neil McLean, Esq., saith that after duly considering the defendant's plea against a new trial, and the plaintiff's reason for demanding it, he is much inclined for a new trial, for that the plaintiff founds his demand on not having justice done him that the verdict of the jury was contrary to evidence, which evidence fully proved the assault and battery charged against the defendant. In such cases nothing but the matter being of so trifling a nature as not to merit a reconsideration can justify a non-compliance with the plaintiff's prayer. That this ought not to be classed with insignificant cases, I am fully of opinion, as the meanest subject in this Province, without any provocation, to be stopped in the street, insulted and struck, is entitled far greater damages than is mentioned in any of the cases that has yet come to my knowledge, when a new trial was refused, and as the law allows the rank and station of the injured party to be taken into consideration (Blackstone's Reports, page 1327, Leath and Pope) the damages in this case ought not



to be of a trifling nature. An observation of Judge Blackstone in the Commentaries, Vol. 3, page 391, merits our notice on this occasion:—"Next to doing, the great object in the administration of publick justice should be to give public satisfaction. If the verdict be liable to many objections and doubts in the opinion of his counsel, or even in the opinion of by-standers, no party would go away satisfied unless he had a prospect of reviewing it, such doubts would with him be decisive: he would arraign the determination as manifestly unjust: and abhor a tribunal which he imagined had done him an injury without a possibility of redress." I have no doubt but in this case the above would exactly accord with the sentiments of the plaintiff, and many of the by-standers, were a new trial denied, and I see nothing against the legality and justice of granting it. I am for a new trial.

The Honourable Richard Cartwright, Jun., Esq., saith as follows:—That new trials are little known in this country, where till within a few years all civil actions have been determined by the judges only, and where this mode of trial is still within the option of the parties. They are, however, a necessary consequence of the introduction of trial by jury, where with the most upright intentions the jurors may sometimes be mistaken. If an erroneous judgment be given in a point of law, or a court judges of fact, upon depositions in writing, their decision may be revised in a Court of Appeals. But a general verdict can only be set right by a new trial, which is no more than having the cause more deliberately considered by another jury, where there is a reasonable doubt or perhaps a certainty that justice had not been done, and the object in dispute is of such a nature and magnitude as to warrant it. For it is not on every occasion that the Court will be justifiable in interfering to controul the powers which the Constitution hath very wisely lodged in the jury. In applying these observations to the case before us, it seems to be a point settled that in the actions of the present class, founded on torts or personal wrongs, a new trial shall not be granted on account of the damages being trifling or excessive, as in such cases they depend on circumstances which are properly and solely under the cognizance of the jury, and fit to be submitted to their decision and estimate. Buller's Law of Nisi Prius, page 327, Burrows Reports, page 609, *Wittford vs. Berkley*; and there is a decision of Westminster Hall directly in point with the present case, where it was determined by the Court of King's Bench that a new trial is not necessarily granted in such cases, even where the

verdict is contrary to evidence, as it may notwithstanding be agreeable to the real equity of the case. See the case of *Burton vs. Thompson*, Burrows Reports, page 664; a further reason there given by Lord Mansfield is that "the cause of action is in the nature of a crime; the implied damages are in some measure by way of punishment; and in criminal cases where the defendant is acquitted a new trial cannot be granted." This of itself is sufficiently decisive, but the other reasonings in that case may also with propriety be applied to this. Though I certainly expected and even directed a verdict for the plaintiff, I did not think that the circumstances which appeared at the trial would have warranted any considerable damages, and therefore though the jury, which was a very intelligent and respectable one, have certainly gone too far, and have contrary to evidence found for the defendant; yet as this verdict cannot be set aside without payment of costs, the granting a new trial would only be giving the plaintiff opportunity of harassing the defendant without any material benefit to himself, and it would be unbecoming a court of justice to assist the passions of mankind. I am therefore clearly of opinion that the rule ought to be discharged.

Two of the judges having agreed in opinion that a new trial should be granted in this cause, it is ordered that a new trial be allowed on payment of costs.

Adjourned until Saturday next, the twenty-fourth day of March inst.

SATURDAY, THE 24th DAY OF MARCH, 1792.

The Court met.

Present: The three Judges.

John Carscallen,  
of Fredericksburg,  
yeoman,  
plaintiff,

vs.

John Ferguson,  
of Kingston,  
gentleman,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant was duly called and made default.

On motion of the plaintiff it is ordered that the default be recorded.

Robert Macaulay &  
Thomas Markland  
vs.  
Simon J. Cole.

Thomas Markland appears for the plaintiff.

The defendant being again called this day made default.

The plaintiff produces and filed a promissory note signed with the defendant's name bearing date the 8th July, 1790, for the sum of thirty pounds, nineteen shillings and sixpence halfpenny currency.

On motion of the plaintiff it is ordered that this cause may be set down for further hearing on Monday next.

William Carsons appears pursuant to Rule of Court, of the 17th March inst., and saith, that he hath, conformable to the judgment of the Court of Appeals, delivered to the plaintiff the whole of the property which was in his possession belonging to him.

Peter Schultz  
vs.  
William Carsons.

And the said plaintiff appears in person and acknowledges to have received from the defendant some part of his property, but that there still remains in his possession sundry articles as per account exhibited and filed, which he is ready to prove. And, further, that the several articles already received from the plaintiff are much damaged, which he is also ready to prove, therefore prays that he may be allowed damages for the same.

The parties being mutually agreed that the Court may proceed to examine their respective evidence, it is ordered accordingly.

The depositions of Edward Hicks, William Bermicar, William Schookenae, and Michel Criderman were taken and filed.

The plaintiff also produced and filed account against the defendant.

The defendant likewise filed an account against the plaintiff.

The Court having fully heard the parties, likewise their respective evidence, will take time to deliberate and give judgment on Wednesday next.

Adjourned until Monday next.

### MONDAY, 26th MARCH, 1792.

The Court met.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean, Esquires.

Thomas Markland appears for the plaintiffs and prays that John Detler, of Kingston, may be sworn to declare to his knowledge of the handwriting of the defendant.

Robert McAulay &  
Thomas Markland  
vs.  
Simon J. Cole.

The said John Detler was sworn and declares that he knows this signature to the note filed and now exhibited to be the handwriting of the defendant.

The Court do therefore consider that the plaintiffs shall recover of the defendant the sum of thirty pounds, nineteen shillings and sixpence halfpenny for the said note, and the further sum of three pounds, three shillings and eleven pence for interest due thereon, with costs of suit taxed at .....



David Betton  
vs.  
James Connor.

The plaintiff appears in person and filed a copy of notice delivered the defendant, and having satisfied the Court that the whole of the costs hitherto accrued on this suit are paid, prays that a venire may issue returnable on Friday next.

On motion of the plaintiff it is ordered that a venire may be issued returnable on Friday next.

Adjourned until Wednesday next.

WEDNESDAY, THE 28th DAY OF MARCH, 1792.

The Court met.

Present: The three Judges.

Peter Schultz  
vs.  
William Carsons.

The plaintiff appears in person and prays the Court to give judgment in this cause.

The defendant also appears in person.

The Court having fully heard the parties, likewise the evidence produced, do order and adjudge that the plaintiff shall recover of the defendant the sum of forty pounds, currency of the Province, as a compensation for the deficiency of sundry articles not delivered to him by the defendant, together with costs of suit.

And as the Court of Appeal have ordered that the judgment of this Court shall be reversed without costs to either party, the Court cannot take notice of any charge made by the plaintiff on that account.

FRIDAY, THE 30th DAY OF MARCH, 1792.

The Court met pursuant to adjournment.

Present: The three Judges.

Richard Cartwright, Jun.,  
plaintiff,  
vs.  
Moses Simmon.

The plaintiff appears in person and prays that the defendant may be again called.

The defendant was duly called and made default.

The plaintiff produced and filed his account against the defendant, amounting to the sum of eighteen pounds, three shillings and one penny currency, and prays that Thomas Beasley may be sworn to give evidence.

Thomas Beasley, upon oath, declares that the sundry articles charged the defendant in said account was delivered by him to the defendant, and that no part of the said account has been paid for.

The Court do consider that the plaintiff shall recover of the defendant the sum of eighteen pounds, three shillings and one penny for his debt, together with costs taxed at .....

The plaintiff appears in person and prays that the Sheriff may return the venire.

David Betton  
vs.  
James Connor.

The Sheriff returned the venire.

The defendant also appears in person.

The jurors called and sworn were:—

- |                         |                    |
|-------------------------|--------------------|
| 1. Samuel Merrell.      | 7. John Eagar.     |
| 2. Justis Miller.       | 8. John Wartman.   |
| 3. Archibald Fairfield. | 9. Martin Snook.   |
| 4. Thomas Burnett.      | 10. William Yerks. |
| 5. Michel Dedrick.      | 11. John Horning.  |
| 6. David Whitman.       | 12. Arthur Durser. |

The declaration and plea filed in this cause was openly read to the jury.

Evidence for plaintiff called and sworn: Donald McDonell, Robert Macaulay, Thomas Markland.

Evidence for defendant sworn: Edward Codd, James Richardson, James Forsyth.

The jury having heard the parties, likewise their respective evidence, withdrew to consider of their verdict, and having returned into Court, by their foreman, Thomas Burnett, say that they find for the defendant.

Adjourned until to-morrow.

SATURDAY, THE 31st MARCH, 1792.

The Court met.

Present: The three Judges.

The plaintiff appears in person and prays that the defendant may be again called.

John Carscallen  
vs.  
John Ferguson.

The defendant appears in person and prays that the default of Saturday last may be taken off, and further prays that this cause may be submitted to arbitration as he has many proofs to produce which will tend to invalidate the said note.

And the plaintiff prays the Court that they will proceed to try this cause because that the defendant hath had sufficient time to prepare for trial, and that a process was served in this cause six months ago, and that the defendant hath not taken any steps towards settling with the plaintiff.

It is the opinion of the Court that the defendant hath not shewn any sufficient cause why they should not proceed to the hearing of this cause, and that the matter in dispute is a common note of hand in the possession of a third person endorsed for valuable consideration, that no

matters of account between the drawer and the original holder could be admitted to impeach validity of the note or be of account against it, it being admitted by the defendant that the said note is his own hand writing. That it is notorious that the defendant was on the spot on the day of the return of the writ, and his now coming into court to pray time, for the production of papers and witnesses, appears evidently calculated for the purposes of delay.

The Court therefore having fully heard the parties and duly examined the said note it is considered that the plaintiff shall recover of defendant the sum of fifty-two pounds, fourteen shillings and eightpence for his said note, and the further sum of six pounds, twelve shillings and ninepence for interest due thereon, together with costs of court.

John Mosure  
vs.  
James Gale.

The Sheriff returns that he has levied the sum of twenty pounds, nineteen shillings and threepence for debt and costs of suit, together with his own fees, as it was commanded him.

James Clark  
vs.  
John Dec'y Gill.

The Sheriff returns that he has levied the debt and costs with his own fees as it was commanded him.

David Betton  
vs.  
James Connor.

The defendant appears in person and prays that he may be dismissed from this action with costs.

The plaintiff also appears in person and saith that he hath no objection to judgment being entered on the verdict of the jury.

It is considered by the Court that the defendant be dismissed with costs taxed at .....

### MONDAY, 17th SEPTEMBER, 1792.

The Court met pursuant to adjournment.

Present: The Honourables Neil McLean and Hector McLean, Esquires.

Robert Macaulay &  
Thomas Markland,  
of Kingston,  
merchants, and  
late co-partners,  
plaintiffs,

vs.  
Alexander  
McKenzie,  
late of  
Pittsburgh,  
defendant.

The Sheriff returned that he has duly summoned the defendant by fixing a true copy of the declaration and summons at the defendant's last place of residence.

Thomas Markland appears for the plaintiffs.

The defendant being duly called made default.

On motion of Mr. Markland it is ordered that the default be recorded.

Adjourned till Monday the twenty-fourth inst., at ten o'clock.



MONDAY, THE 24th SEPTEMBER, 1792.

The Court met pursuant to adjournment.

Present: Neil McLean and Hector McLean, Esquires.

The defendant being again duly called this day made default.

The plaintiffs appear by Thomas Markland and produced and filed their account against the defendant, amounting to the sum of twenty-three pounds and tenpence three farthings currency, and having duly attested the same prays the Court to give judgment.

The Court having duly examined the several exhibits filed in this cause, and likewise considered the default of the defendant, it is ordered and adjudged that the said plaintiffs shall recover of the said defendant the aforesaid sum of twenty-three pounds and tenpence three farthings, with costs taxed at four pounds, ten shillings and fourpence.

Adjourned till Saturday next.

Macaulay and  
Markland  
vs.  
Alexander  
McKenzie.  
(From Monday  
last.)

SATURDAY, 29th SEPTEMBER, 1792.

The Court met pursuant to adjournment.

Present: Neil McLean and Hector McLean, Esquires.

No business before the Court

Adjourned until Tuesday, the first day of January next.

DISTRICT OF MECKLENBURG, KINGSTON, 1793.

C.P., 2nd JANUARY, 1793.\*

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant also appears in person and prays time until to-morrow to file his plea.

It is ordered that the defendant be allowed time to file his plea as prayed.

Ebenezar  
Washburn, of the  
County of Lennox,  
in the Midland  
District, yeoman,  
plaintiff,  
vs.  
Alexander Clark,  
of the same place  
in the aforesaid  
district, yeoman,  
defendant.

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\*The record for the 1st of January and part of that for the 2nd of January, 1793, is missing, evidently torn out of the book.

Ebenezar  
Washburn, of the  
County of Lennox,  
in the Midland  
District, yeoman,  
plaintiff,  
vs.  
Oliver Church,  
Alexander Clark,  
and John  
Carscallen,  
of the same place,  
in the aforesaid  
District,  
defendants.

The Sheriff returned that he has duly summoned the said defendants.

The plaintiff appears in person and filed declaration.

Alexander Clark and John Carscallen also appear and saith that they are in nothing guilty of the matter laid to their charge in the said declaration.

Oliver Church being duly called made default.

The plaintiff in reply saith that the defendants are guilty in manner as set forth in his declaration and prays that this may be inquired of by the country.

And the said Alexander and John doth so likewise.

It is ordered by the Court that the trial of this cause may be had on Tuesday, the ninth day of April next.

Richard  
Cartwright, Jun.,  
of Kingston,  
merchant,  
plaintiff,  
vs.  
Duncan Bell,  
of Fredericksburg,  
yeoman,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appeared in person and filed declaration.

The defendant being duly called made default.

The plaintiff prays that the default be recorded.

Ordered accordingly.

Adjourned until to-morrow at twelve o'clock.

#### THURSDAY, 3rd JANUARY, 1793.

The Court met pursuant to adjournment.

Present: The three Judges.

Ebenezar  
Washburn,  
vs.  
Alexander Clark.  
(From yesterday.)

The plaintiff appears in person.

The defendant also appears in person and prays that further time may be allowed him to file his plea.

By consent of the parties, it is ordered that the defendant shall have time until the eighth day of January instant.

Adjourned till Tuesday next at ten o'clock in the forenoon.

#### TUESDAY, 8th JANUARY, 1793.

The Court met.

Present: The three Judges.

Robert Macaulay,  
of Kingston,  
merchant,  
plaintiff,

vs.  
Oliver Church,  
of Fredericksburg,  
Esquire,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

Alexander Clark appears for the defendant and filed warrant of attorney, and prays time to file an affidavit of the defendant's being unable to attend from sickness.

It is ordered that time be allowed as prayed.

The Sheriff returned that he has duly summoned the defendant.

The said defendant failed to appear.

Thomas Markland appears for the plaintiffs and filed declaration.

Alexander Clark appears for the defendant and prays time until to-morrow to file affidavit of the defendant being unable to attend from sickness.

It is ordered that time be allowed as prayed.

Robert McAulay &  
Thomas Markland,  
plaintiffs,

vs.  
Oliver Church,  
of Fredericksburg,  
defendant.

The Sheriff returned that he has summoned the defendant.

Thomas Markland appears for the plaintiffs and filed declaration.

The defendant also appears in person and acknowledges himself indebted to the plaintiffs the sum of fifty-three pounds, fifteen shillings and sevenpence halfpenny.

It is therefore considered that the plaintiffs shall recover of the said defendant the sum of fifty-three pounds, fifteen shillings and sevenpence halfpenny currency of this Province, with costs.

Macaulay and  
Markland  
vs.  
Guysbard Sharp.

The Sheriff returned that he has duly summoned the defendant to appear.

John Cumming appears for the plaintiffs and filed declaration.

Alexander Clark appears for the said defendant and prays time until to-morrow to file affidavit that the defendant is unable to attend from sickness.

It is ordered that time be allowed as prayed.

John Cumming  
and Peter Smith,  
of Kingston,  
in the District.  
vs.  
Oliver Church,  
of Fredericksburg,  
Esquire,  
defendant.

The Sheriff returned that he has duly summoned the said defendant.

The plaintiff appears in person and filed his declaration.

The defendant also appears in person and saith that he is in nothing guilty of the premises laid to his charge in the said declaration, of this he puts himself on the country.

And the said plaintiff doth so likewise.

It is ordered that this cause may be tried on Tuesday, the ninth day of April next.

Samuel Rose,  
of Marysburg,  
yeoman,  
plaintiff,

vs.  
John Vogely,  
of said place,  
yeoman,  
defendant.

The Sheriff returned that he has duly summoned the said defendant.

The plaintiff appears in person and filed his declaration.

Alexander Simpson appears for the defendant and saith that the defendant hath not been in this Province since the writ of summons has been issued against him, and prays

George Gallaway,  
of Kingston,  
yeoman,  
plaintiff,

vs.  
Amos Ainsley,  
of said place,  
carpenter,  
defendant.



that this cause may be ordered for next term, this circumstance being within the knowledge of the Court, it is ordered that this cause may be tried next March term, on the first return day.

Ebenezar  
Washburn,  
vs.  
Alex'r Clark.

The defendant appears in person and filed his plea.

Ebenezar  
Washburn,  
vs.  
Oliver Church,  
Alex'r Clark, and  
John Cascallen.

Alexander Clark appears for the said Oliver Church and prays that the default may be taken off.

It is ordered that the default be taken off on paying costs.

The said Alexander saith that the said Oliver is not guilty of the premises laid to his charge in the declaration of the plaintiff, and of this he puts himself on the country.

Richard  
Cartwright  
vs.  
Duncan Bell.  
(From 2nd  
January.)

The plaintiff appears in person and prays that the defendant may be again called to appear this day.

The defendant was again called and made default.

On motion of the plaintiff it is ordered that this cause may set down for trial on the first return day of March term next.

### WEDNESDAY, THE 9th JANUARY, 1793.

The Court met.

Present: The three Judges.

Ebenezar  
Washburn  
vs.  
Alexander Clark.

The plaintiff appears in person and in reply to the plea of the defendant saith that the said defendant hath spoke the words set forth in his declaration of his own wrong and hath no cause as set forth in the said plea, and of this he puts himself on the country.

It is ordered by the Court that this cause may be tried on Tuesday, the ninth day of April next.

Robert Macaulay  
vs.  
Oliver Church.

Alexander Clark appears for the defendant and filed affidavit that the said defendant was not capable of appearing to answer on account of sickness.

It is ordered that this cause may be tried on Tuesday, the ninth day of April next.

Macaulay and  
Markland  
vs.  
Oliver Church.

Alexander Clark appears for the defendant and filed affidavit that the defendant was not capable of appearing to answer on account of sickness.

It is ordered that this cause may be set down for March term next.

John Cumming &  
Peter Smith  
vs.  
Oliver Church.

Alexander Clark appears for the defendant and filed affidavit that the defendant could not appear for sickness.

Ordered for the first return day of next term.

Adjourned until Tuesday, the fifteenth instant, at ten o'clock.

TUESDAY, THE 15th JANUARY, 1793.

The Court met.

Present: The Honourables Richard Cartwright, Jun., and Hector McLean, Esquires.

The Sheriff returned that he had duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

Ebenazar  
Washburn,  
plaintiff,  
vs.  
Hazleton Spencer,  
defendant.

And the said Hazleton Spencer cometh and defendeth the form and injury as to the words said to be spoken by him respecting the said E. Washburn, viz., he having been found guilty of perjury on some precedent occasion, he is not guilty of having uttered them. And for this he puts himself upon the country.

And the said plaintiff doth so likewise.

But with respect to the words, he meaning the said Ebenazar was a man whose evidence and affidavit was not entitled to any degree of faith, the said Hazleton doth acknowledge that he did utter the same as he well might, for that on the 20th August last the said Ebenazar said to the said Hazleton after the election was over, I give you joy of your getting the election and you have got it fairly, and afterwards that he, the said Ebenazar, viz., on the 2nd day of September last did make oath before Archibald McDonell, Esquire, of Marysburg, one of His Majesty's Justices of the Peace, that he, the said Hazleton, did obtain the said election through the partiality of the Returning Officer. And, further, the said Hazleton sayeth that the said Ebenazar having been charged in open court with having been guilty of perjury he thought himself justified in saying his deposition was not entitled to credit till he had removed the aspersion publicly cast on his character. And, further, that he was justified in speaking the above words, for that on the 20th day of June, in the year of Our Lord 1786, at Ernest-Town aforesaid, voluntarily made oath before James Parrot, Esq., one of His Majesty's Justices of the Peace for the District of Mecklenburg, now called Midland District, that Hazleton Spencer with others were taking away his property by force. Whereupon the aforesaid James Parrot, Esq., issued a warrant against the said Hazleton by which said warrant the said Hazleton was apprehended and kept in custody, upon examination it appeared the said Ebenazar's deposition was false, and in consequence the said Hazleton was discharged.

And, further, the said Hazleton saith that he did not speak the words aforementioned respecting Mr. Washburn with a view to asperse the character of the said Ebenazar

but merely to vindicate himself from a charge of being unduly elected as a representative for ..... proffered to the House of Representatives for this Province by Mr. A. Thomson, of Fredericksburg, supported by the affidavit of the said Ebenezer, as he is ready to verify.

The plaintiff replies that the defendant is guilty in manner and form as set forth in his declaration and without the causes by him assigned.

### THE COURT OF COMMON PLEAS.

MONDAY, THE 18th MARCH.

Present: The Honourables Richard Cartwright, Jun., Esq., and Neil McLean, Esq.

The Court met pursuant to adjournment from the last term.

Georgé Galloway,  
of Kingston,  
yeoman,  
plaintiff,

vs.

Amos Ainslie,  
of the said place,  
carpenter,  
defendant.

The defendant appears and denies the debt in manner and form as set forth in the declaration.

The plaintiff in reply saith that the defendant is guilty in manner as set forth in his declaration, and of this puts himself on his country.

This cause is ordered for trial on the ninth day of April.

The Court is adjourned till Monday next, 25th March.

MONDAY, THE 25th MARCH.

The Court met.

Present: The same Judges.

The plaintiffs appear in person.

The defendant being called made default.

Macaulay and  
Markland,  
merchants,  
Kingston,  
plaintiff,

vs.

Oliver Church,  
of Fredericksburg,  
Esquire,  
defendant.

Robert McCawley,  
merchant,  
Kingston,

vs.

Oliver Church,  
Fredericksburg,  
Esq.  
defendant.

The plaintiff appears in person.

The defendant being called made default.

John Cumming and  
Peter Smith,  
merchants,  
Kingston,  
plaintiffs,

vs.

Oliver Church,  
of Fredericksburg,  
Esq.,  
defendant.

John Cumming appeared in person.

The defendant being duly called made default.

The Court adjourned until Saturday, the 30th March.



## SATURDAY, 30th MARCH.

The Court met.

The same Judges.

The Sheriff returned that he had caused to be made the sum of ten pounds currency of the defendant's lands, having no more lands on which he could levy in his district.

Rich'd Cartwright,  
Jun.,  
vs.  
Moses Simmons.

The Sheriff returned that he had caused to be made the sum of twenty-two pounds currency of the defendant's lands, having no more lands on which he could levy in his district.

Robert McCauley &  
Thomas Markland  
vs.  
Alex'r McKenzie.

On motion of the plaintiff prays that the trial may be put off on account of material witnesses that reside in other districts that he cannot produce at the next Sessions in April.

Ebenezar  
Washburn,  
of the County of  
Lennox, in the  
Midland District,  
yeoman,  
plaintiff,  
vs.

The motion being opposed on the part of the defendant.

Hazleton Spencer,  
gentleman,  
of the aforesaid  
County,  
defendant.

The Court differing in opinion, the cause stands for trial as ordered.

Alexander Clarke appears for John Carscallon and Oliver Church and having filed his power of attorney prays leave of the Court to withdraw their former plea of not guilty and file their plea of justification.

Ebenezar  
Washburn,  
of the County of  
Lennox, in the  
Midland District,  
yeoman,  
plaintiff,  
vs.

The plaintiff on motion to the Court prays time till the next term to put in his answer, which will be on the first day of the June term.

Oliver Church,  
Alex'r Clarke, and  
John Carscallon,  
of the aforesaid  
County,  
defendants.

On motion to the Court from the plaintiff begs leave to withdraw his action.

Ebenezar  
Washburn,  
vs.  
Hazleton Spencer.

## COURT OF COMMON PLEAS.

APRIL 9th, 1793.

Present: The Honourables Richard Cartwright, Jun., Neil McLean, and Hector McLean, Esquires.

Solomon Orser,  
yeoman,  
of the Township  
of Kingston,  
plaintiff,  
vs.

The plaintiff appeared in person and prays that the Court will proceed to hear the trial of this cause.

George Harper,  
of the aforesaid  
Township,  
yeoman,  
defendant.  
(From January  
term.)

The defendant being duly called made default from the January term.

Samuel Rose,  
of Marysburg,  
in the District  
aforesaid,  
yeoman,  
plaintiff,

vs.

John Vogely,  
of the same place,  
in the District  
aforesaid,  
yeoman,  
defendant.

The plaintiff appeared in person and prays the Court to proceed to trial.

Mary Vogely appears for the defendant and files her power of attorney.

The jury called were sworn:—

- |                      |                          |
|----------------------|--------------------------|
| 1. Sampson Stuken.   | 7. William Foster.       |
| 2. Peter Bowers.     | 8. Samuel Reed.          |
| 3. Orry Rose.        | 9. Joseph Clapp.         |
| 4. Timothy Porter.   | 10. John Burns, Foreman. |
| 5. Abraham Cronk.    | 11. John Frederick.      |
| 6. William Harrison. | 12. John Lott.           |

Evidences for the plaintiff sworn: William Fairman and John Green.

A constable was sworn to attend the jury.

The jury returned into court and find for the plaintiff one pound, ten shillings and threepence.

WEDNESDAY, 10th APRIL.

The Court met.

Present: The same Judges.

The special jury were called and sworn:—

- |                              |                       |
|------------------------------|-----------------------|
| 1. Robert McCawley, Foreman. | 7. Peter Smith.       |
| 2. James Russell.            | 8. Archibald Thomson. |
| 3. James Robins.             | 9. Donell McDonell.   |
| 4. Emanuel Ellerbeck.        | 10. Michael Grass.    |
| 5. David Brass.              | 11. Thomas Markland.  |
| 6. William Moon.             | 12. Paul Huff.        |

Evidences sworn for the plaintiff: Daniel Johnson and Sheldon Hawley.

Evidences sworn for the defendant: James Parrot, Peter Vanalstine, Hazleton Spencer, John Howard, Andrew Rickley, Guysbard Sharp, and Daniel Wright.

A constable was sworn to attend the jury.

The jury returned into court and find for the defendant.

## IN THE COMMON PLEAS.

THURSDAY, 11th APRIL.

The Court met.

Present: The same Judges.

The jury were called and sworn:—

- |                              |                       |
|------------------------------|-----------------------|
| 1. Tobias Wrarkman, Foreman. |                       |
| 2. Walter Ross.              | 8. Samuel Reed.       |
| 3. John Spencer.             | 9. Wm. Cadman.        |
| 4. John George.              | 10. Conrad Vandeuser. |
| 5. John Green.               | 11. Joseph Wright.    |
| 6. David Palmer.             | 12. Isaac Parliament. |
| 7. Edward Hicks.             |                       |

Evidence for plaintiff: Thomas Scheley and Thomas Humfrys.

Evidence for defendant: William McKindlay, Francis Wycot, and James Robins.

The jury being returned into Court say by their foreman, Tobias Wrarkman, for the defendant.

Conrad Vandeuser,  
of Midland  
District,  
plaintiff,  
vs.  
Richard Ferguson,  
of the aforesaid  
District.

The defendant prays that he may be allowed judgment of costs for his attendance ordered till next term.

## COURT OF COMMON PLEAS, JUNE TERM, 1793.

MONDAY, THE 17th DAY OF JUNE.

The Court met pursuant to adjournment.

Present: The Honourables Neil McLean and Hector McLean, Esquires.

The Sheriff returned that he had duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant also appears in person and says that he is not indebted in manner or form as set forth in his declaration.

The plaintiff and defendant submit this cause to an arbitration, entering mutually into bonds for the performance of the award, which award to be returned into court.

Thomas Richardson, arbitrator for the defendant.

Mathew Brown, arbitrator for plaintiff.

Joseph Allen,  
of Marysburg,  
in the aforesaid  
District,  
plaintiff,  
vs.  
Edward Hicks,  
in the said  
District,  
defendant.



Joseph Allen,  
of Marysburg,  
in the District  
aforesaid,  
plaintiff,

vs.

Augustus Spencer,  
of the Little Lake,  
yeoman,  
in the aforesaid  
District,  
defendant.

Joseph Allen,  
of Marysburg,  
in the District  
aforesaid,  
plaintiff,

vs.

James Gerolamy,  
of Township and  
District aforesaid,  
yeoman,  
defendant.

Joseph Allen,  
of Marysburg,  
in the aforesaid  
District,  
plaintiff,

vs.

John German, Sen.,  
of Sidney, in the  
District aforesaid,  
yeoman,  
defendant.

Thomas Markland,  
merchant,  
of Kingston,  
plaintiff,

vs.

Stephen Hare,  
of Sophiasburgh,  
yeoman, in the  
District aforesaid,  
defendant.

Thomas Markland,  
merchant,  
of Kingston, in the  
District aforesaid,  
plaintiff,

vs.

Duncan Bell, of  
Fredericksburgh,  
and Norris Briscoe,  
of Ernest Town,  
in the aforesaid  
Districts,  
yeoman,  
defendants.

Robert McCawley  
& Thomas Mark-  
land, co-partners  
in trade, and  
merchants,  
of Kingston, in the  
District aforesaid,  
plaintiffs,

vs.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant being duly called made default.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant appears in person and acknowledges his note-of-hand, but sets off an account against it and puts himself on the country, and the plaintiff doth so likewise.

This cause ordered for trial on the tenth day of July.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant appears in person and confesses he was indebted to the plaintiff for a note-of-hand, but says he conceived the money had been paid, after giving his order for the amount having never received any information from the plaintiff that it had not been accepted.

The cause to be called over to-morrow.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant being duly called made default.

The Sheriff returned that he has duly summoned the defendants.

The plaintiff appears in person and filed his declaration.

The defendants being duly called made default.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant appears in person and says he is not indebted in manner and form as set forth in their declaration and puts himself on the country. The plaintiffs doth so likewise and says he is ready to verify this cause to be tried on the tenth day of July.

Nicholas Whitesele, of the Township aforesaid and District aforesaid, yeoman, defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

John Green, of Marysburgh, in the District aforesaid, yeoman, plaintiff,

vs.

The defendant appears in person and says he is not indebted in manner and form as set forth in his declaration and puts himself on the country.

Joseph Allen, of the same place, in the District aforesaid, yeoman, defendant.

The plaintiff is ready to verify the defendant is indebted in manner and form as set forth and doth so likewise put himself on the country.

This trial is ordered for the eleventh day of July.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

Pierre Plomondeau, of the aforesaid District, labourer, plaintiff,

vs.

The defendant having stated by letter to the Court that he is unavoidably obliged on account of a material evidence being absent to pray that this cause may be put off until the next term.

Joel Stone, of Leeds, in the District aforesaid, gentleman, defendant.

The Court consent to this cause being put off till the 16th Sept., being the first day of the term.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

Alexander McDonell, of Marysburgh, yeoman, in the aforesaid District, plaintiff,

vs.

The defendant likewise appears and says he is not indebted in manner and form as set forth in the declaration, and puts himself on the country.

Joseph Allen, of Marysburgh, of the aforesaid District, yeoman, defendant.

The plaintiff is ready to verify that he is indebted in manner and form as set forth, and doth likewise so put himself on the country.

This cause is ordered for trial on the eleventh day of July next.

The Sheriff returned that he has duly summoned the defendant.

The plaintiffs appear in person and filed their declaration.

John Cumming and Peter Smith, merchants and co-partners in trade in Kingston District aforesaid, plaintiff,

vs.

The defendant likewise appears and acknowledges himself indebted to the plaintiffs the sum of ten pounds, fifteen shillings and one penny, with costs of suit.

John German, Sen., of Sidney, in the District aforesaid, yeoman, defendant.

Ebenezar Washburn, of the County of Lennox, in the District aforesaid, plaintiff,

vs.

Alex. Clark, John Carscallon, and Oliver Church, of Fredericksburgh, in aforesaid District, defendant.

(From last term.)

Solomon Orser, of Kingston, yeoman, in the District aforesaid, plaintiff,

vs.

George Harpie, of Kingston, yeoman, in the District aforesaid, defendant.

(From last term.)

The plaintiff filed his replication in answer to the defendant's plea of justification.

This cause is ordered for trial on the twelfth day of July ensuing.

The Court by rule order a special jury for this cause from application of the parties.

On motion of the plaintiff prays that in consequence of the default prays a writ of enquiry may be awarded.

The defendant appears in person and prays that the default recorded may be taken off.

The Court consent, the defendant paying the costs incurred by the default.

This cause is ordered for trial on the twelfth day of July next.

The Court adjourned until to-morrow at eleven o'clock.

## TUESDAY, THE 18th JUNE, 1793.

The Court met pursuant to adjournment.

Present: The same Judges.

Allen vs. German.  
(From yesterday.)

The plaintiff appears in person.

The defendant in justification says that he considered his note already paid, and as his order had never been returned and is not indebted in manner and form set forth therefore puts himself on his country.

The plaintiff is ready to verify that the defendant is indebted as set forth in his declaration and puts himself on his country likewise.

This cause is ordered for trial on the twelfth day of July next.

The Court adjourned until Thursday, the 20th June, at eleven o'clock.

## THURSDAY, 20th JUNE.

The Court met pursuant to adjournment.

Present: The same Judges.

The defendant on motion to the Court prays for judgment.

The Court having duly considered the pleadings from both parties confirm the verdict of the jury and dismiss the suit with costs for the defendant.

Ebenezar Washburn, of the County of Lennox, in the Midland District, plaintiff,

vs.

Alex'r Clark, of the County aforesaid and District aforesaid, defendant.



On motion the plaintiff begs leave to withdraw his action.

Ebenazar Washburn, of the County of Lennox, plaintiff,  
vs.  
Alex'r Clarke, Oliver Church, and John Carscallon, of the District aforesaid.

John Darby appears for the defendant having filed his power and prays the Court to grant judgment in this cause.

Alex'r Morton, of Kingston, in the District aforesaid,  
vs.  
Joseph Robinson, in the Eastern District, now at Kingston, in the District aforesaid.

The Court having duly considered the pleadings from both parties confirm the verdict of the jury and dismiss the suit with costs for the defendant.

The Court adjourned until Monday, the 24th inst.

### MONDAY, THE 24th JUNE, 1793.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff appears in person.

The defendant being duly called made default.

Thomas Markland, of Kingston, merchant in the aforesaid District, plaintiff,  
vs.  
Stephen Hare, of Marysburgh, in the aforesaid District, defendant.

The plaintiff appears in person.

The defendants being duly called made default.

Thomas Markland, merchant, of Kingston, in the Midland District,  
vs.  
Duncan Bell, of Fredericksburgh, and Norris Briscoe, of Ernest-Town, yeoman, of the aforesaid District, defendant.

The Sheriff returned that he has caused the defendant to be duly summoned.

By motion of the plaintiff he begs leave to withdraw the suit.

Joseph Allen, of Marysburgh, in the aforesaid District, yeoman, plaintiff,  
vs.  
John Curnard, of the Township aforesaid, District aforesaid, yeoman, defendant.

Jonathan Allen appears for the plaintiff, having filed his power.

The defendant being duly called made default.

The hand-writing of Augustus Spencer being sworn to in Court by the witness Jonathan Allen.

The Court therefore consider that the plaintiff shall recover of the said defendant the aforesaid sum of three

Joseph Allen, of Marysburgh, of the aforesaid District, yeoman, plaintiff,  
vs.  
Augustus Spencer, of the Little Lake, yeoman, defendant.

pounds, five shillings and one penny, with interest and costs.

Peter Smith,  
merchant,  
of Kingston,  
as Attorney for  
Robt. Kerr,  
formerly of  
Fredericksburgh,  
gentleman, in the  
aforesaid District.  
plaintiff,

vs.

John Segar, of the  
County of Lennox,  
yeoman, in the  
aforesaid District,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and files his power.

The defendant being duly called made default.

SATURDAY, THE 29th OF JUNE, 1793.

The Court met pursuant to adjournment.

Present: The same Judges.

Peter Smith,  
as Attorney for  
Robt. Kerr,  
plaintiff,

vs.

John Segar, of the  
County of Lennox,  
yeoman,  
defendant.  
(From Monday  
last.)

The plaintiff appears in person.

The defendant likewise appears and prays that the default may be taken off.

The Court consents to the default being taken off.

The defendant acknowledges he is indebted to the plaintiff the sum of eleven pounds, thirteen shillings and fourpence, with three pounds, seven shillings and eightpence for interest.

The Court therefore consider that the plaintiff shall recover of the said defendant the aforesaid sum of eleven pounds, thirteen shillings and fourpence, and three pounds, seven shillings and eightpence for interest due on said note, with costs of suit.

Conrad Vandeuser,  
of Adolphus Town,  
plaintiff,

vs.

Richard Ferguson,  
Jun., as Curator  
to the Estate of  
Israel Ferguson,  
gentleman.

The defendant having filed a bill of costs last term prays judgment thereon.

The Court consider that the defendant shall recover the sum of four pounds, ten shillings, for his attendance at the different terms.

Richard Ferguson,  
Jun., of Sophias-  
burg, of the afore-  
said district,  
gentleman,  
plaintiff,

vs.

Conrad Vandeuser,  
of Adolphus Town,  
in the aforesaid  
district, merchant,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person and filed his declaration.

The defendant likewise appears and says he is not indebted in manner and form as stated in the plaintiff's declaration, therefore puts himself on the country.

The plaintiff says he is indebted in manner and form as stated and likewise puts himself on the country.

This cause is ordered for trial on the eleventh day of July next.

The Court is adjourned until Monday, the 16th day of September next.

## COURT OF COMMON PLEAS.

FROM JUNE TERM, JULY 10th.

The jury were called and sworn:—

- |                     |                     |
|---------------------|---------------------|
| 1. Jethro Jackson.  | 7. John McDougall.  |
| 2. Nathaniel Jones. | 8. John Davy.       |
| 3. John Fagler.     | 9. Donald McDonell. |
| 4. Lawrence Loon.   | 10. John Chibley.   |
| 5. Peter McPherson. | 11. Weiden Walker.  |
| 6. Andrew Boyce.    | 12. Edward Powers.  |

Joseph Allen, of  
Marysburgh, in  
the Midland  
District, plaintiff,  
vs.

James Gerolamy,  
of Marysburgh, in  
the district afore-  
said, defendant.

John Ben, constable, was sworn to attend the jury.

Evidence sworn for plaintiff: David Dulmage.

Evidences for the defendant: Edward Hicks, Jonathan Allen, William Fairman, John Greer.

The jury withdrew, and having returned into court by their foreman, Jethro Jackson, find a verdict for the plaintiff for six pounds, eight shillings, and with costs of suit.

The plaintiff appears and prays that the Court may proceed to trial.

Barret Mariner and George Hesse maketh oath that the defendant from sickness is not able to appear, and prays the trial may be put off till the 16th Sept., being the first day of the next term.

Messrs. Macauley  
and Markland,  
merchants, of  
Kingston,  
vs.

Nicholas Whitesele  
yeoman, of  
Kingston, in dis-  
trict aforesaid.

The plaintiff appears and prays that a writ of enquiry may be awarded to the Sheriff to enquire if the account be just.

Thomas Markland,  
merchant, of  
Kingston, in the  
aforesaid district,  
vs.

Duncan Bell &  
Norris Briscoe, of  
the district afore-  
said, defendants.

## COURT OF COMMON PLEAS.

The Court met pursuant to adjournment.

The same Judges present.

The plaintiff appears in person.

The jury were called and sworn:—

- |                      |                       |
|----------------------|-----------------------|
| 1. Peter Dayly.      | 7. Louis Hicks.       |
| 2. Robert Farington. | 8. John Smith.        |
| 3. Tobias Snyder.    | 9. Jonathan Ferguson. |
| 4. Henry Smith.      | 10. Donald McCrimon.  |
| 5. Jacob Benson.     | 11. Ernest Nevellin.  |
| 6. Shedrach Ball.    | 12. Robert Perry.     |

John Greer, of  
Marysburgh,  
yeoman, plaintiff,  
in the Midland  
District,  
vs.

Joseph Allen, of  
Marysburgh,  
yeoman, in the dis-  
trict aforesaid,  
defendant.



Evidences sworn for the plaintiff: David Dulmage, James Gerolamy, Jonathan Allen, John McBean, Edward Hicks.

Evidences sworn for the defendant: John Cumming, David Dulmage, Andrew Hesse, John Hartman.

John Ben, constable, was sworn to attend the jury.

The jury withdrew, and having returned into court by their foreman, Robert Perry, find a verdict for the plaintiff of two pounds, sixteen shillings and fourpence, with costs of suit.

### IN THE COMMON PLEAS.

11th JULY (AFTERNOON).

The Court met in pursuance to adjournment.

Present: The same Judges.

Alex'r McDonell,  
of Marysburgh, in  
the district afore-  
said, plaintiff,

vs.

Joseph Allen, of  
Marysburgh, yeo-  
man, defendant.

The plaintiff appears in person.

The jury called and sworn:—

- |                            |                      |
|----------------------------|----------------------|
| 1. William Perry, Foreman. |                      |
| 2. William Stanton.        | 8. Henry Davy.       |
| 3. William Bennekin.       | 9. Robert Middleton. |
| 4. George Ruttan.          | 10. Andrew Johnson.  |
| 5. John Segar, Sen.        | 11. Henry Smith.     |
| 6. Nathan Williams.        | 12. David Dulmage.   |
| 7. Nicholas Hubble.        |                      |

Evidence for the plaintiff sworn: Thomas Armstrong.

Evidences sworn for defendant: Edward Hicks, Jonas Smith, David Hicks.

John Ben was sworn to attend the jury.

The jury withdrew, and having returned into court by their foreman, William Perry, find for the plaintiff the sum of one pound, sixteen shillings and costs, and that the plaintiff shall return the chains to the defendant and that the defendant shall return to the plaintiff the quantity of iron delivered unto him.

The Court adjourned until to-morrow at eleven o'clock.

FRIDAY, THE 12th JULY.

The Court met pursuant to adjournment.

The same Judges.

The plaintiff appears in person.

The jury were called and sworn:—

- |                                |                      |
|--------------------------------|----------------------|
| 1. Alexander McDonell.         | 7. John Davy.        |
| 2. David Jackson.              | 8. John McDougall.   |
| 3. James Hoyle.                | 9. Shedrach Ball.    |
| 4. Mathias Rore.               | 10. John Shibly.     |
| 5. Peter Vanamuker.            | 11. Donald McCrimon. |
| 6. David Lockwood,<br>Foreman. | 12. Cornelius Brass. |

Richard Ferguson,  
of Sophiasburgh,  
plaintiff,  
gentleman,

vs.

Conrad Vanduser,  
of Adolphus Town,  
defendant.  
(From last term.)

John Ben was sworn to attend the jury.

Evidences for the plaintiff: John Peters, Henry Young, Sen., Jacob Ferguson.

Evidence for defendant: .....

The jury withdrew, and having returned into court by their foreman, David Lockwood, find a verdict for the plaintiff for thirty-three pounds, six shillings and two-pence, with costs.

## 1N THE COMMON PLEAS.

The plaintiff appears in person.

The jury called and sworn:

- |                     |                        |
|---------------------|------------------------|
| 1. William Perry.   | 7. Edward Powers.      |
| 2. William Stanton. | 8. John Smith.         |
| 3. Andrew Johnson.  | 9. William Benniken.   |
| 4. Andrew Boyce.    | 10. Nicholas Hubble.   |
| 5. Jacob Benson.    | 11. Nathaniel James.   |
| 6. Lawrence Loon.   | 12. Robert Farrington. |

Joseph Allen, of  
the aforesaid  
district,  
yeoman, plaintiff,

vs.

John German,  
gentleman,  
of Sidney, in the  
aforesaid district,  
defendant.

The constable John Ben was sworn to attend the jury.

The jury withdrew to consider on their verdict, and having returned into court by their foreman, William Stanton, find a verdict of fifteen pounds, seventeen shillings and ninepence, with three shillings and sixpence for interest, amounting to sixteen pounds, one shilling and three-pence, for the plaintiff, and the plaintiff to pay the costs and charges of the court.

Solomon Orser,  
of Kingston, in  
the aforesaid dis-  
trict, plaintiff,

vs.

George Harpel, of  
Kingston, yeoman,  
in the aforesaid  
district, defendant.

The plaintiff appears in person.

The jury were called and sworn:—

- |                       |                     |
|-----------------------|---------------------|
| 1. Donald McDonell.   | 7. Weiden Walker.   |
| 2. Jonathan Ferguson. | 8. Ernest Nevillen. |
| 3. Tobias Snyder.     | 9. George Ruttan.   |
| 4. Henry Davy.        | 10. Robert Perry.   |
| 5. Nathan Williams.   | 11. Henry Smith.    |
| 6. Lewis Hicks.       | 12. David Dulmage.  |

Evidences sworn for the plaintiff: Michael Taylor, David Babcock, William Taylor.

Evidences sworn for the defendant: Buton Guirot, John Barne.

A constable was sworn to attend the jury, John Ben.

The jury withdrew, and having returned into court by their foreman, Robert Perry, find a verdict for the plaintiff of one hundred and fifty pounds, with costs of suit.

#### SEPTEMBER TERM. 16th.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Jun., Neil McLean, and Hector McLean.

John McKenny, of  
Ernest Town, in  
the aforesaid,  
district,  
yeoman, plaintiff,

vs.

Peter McPherson,  
of township afore-  
said, in the district  
aforesaid, yeoman,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

James Simson appears for the plaintiff under authority of a letter.

The defendant likewise appears in person and says he is not indebted in manner and form as stated in the plaintiff's declaration and puts himself on the country.

James Simpson says he is indebted in manner and form and doth so likewise.

This cause is ordered for trial on the eighth day of October next.

Arthur McCormick,  
of Fredericks-  
burgh, trader, in  
the aforesaid  
district, plaintiff,

vs.

Daniel McMullen,  
of Fredericks-  
burgh, in the  
aforesaid district,  
dealer in furs,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

It appearing to the Court that Mr. McDonell is in a bad state of health this cause is put off until Monday, the 23rd September.

Mr. McDonell being duly authorized by a power of attorney to appear for the plaintiff, who is absent from Canada, the power of attorney having been filed in court.



The plaintiff appears in person.

The defendant likewise appears and says he is not indebted in manner in form as stated in the declaration and puts himself on the country.

And the plaintiff doth so likewise.

This cause is ordered for trial on Tuesday, the eighth day of October next.

The plaintiffs appear in person.

The defendant being called made default.

Pierre Plomondeau,  
of Kingston, in the  
aforesaid district,  
labourer, plaintiff,  
vs.  
Joel Stone, of  
Leeds, in the afore-  
said district,  
gentleman,  
defendant.  
(From last term.)

McCawley & Mark-  
land, merchants,  
of the town of  
Kingston,  
plaintiffs,  
vs.  
Nicholas White-  
sele, in the Town-  
ship of Kingston,  
yeoman, defendant.  
(From the last  
term.)

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person.

The defendant doth so likewise and says he is not indebted in manner and form as stated in said plaintiff's declaration and puts himself on the country, and the plaintiff doth so likewise.

This cause is ordered for trial on Tuesday, the eighth day of October next.

George Johnson,  
of Kingston, in  
the aforesaid dis-  
trict, plaintiff,  
vs.  
George Campbell,  
of township afore-  
said, defendant.

The defendant, George Harpel, moves arrest of judgment in said cause and that the verdict may be quashed, which motion is filed in the records. The plaintiff being present in court a rule is granted to shew cause why judgment should not be arrested agreeable to the motion on Monday, the twenty-third day of September inst.

Solomon Orser  
vs.  
George Harpel.  
(From October  
sitting.)

#### THURSDAY, THE 19th SEPTEMBER, 1793.

The Court met.

Present: The same Judges.

The defendant Conrad Vandeusen, moves for a new trial, which motion is filed in the Records.

A Rule of Court is granted to show cause to the said Richard Ferguson why a new trial may not be obtained until to-morrow, the 20th inst., he having represented to the Court that he would be ready at that time.

Richard Ferguson  
vs.  
Vanduser.  
(From sittings in  
July.)

Edward Hicks appears for the plaintiff, having first filed his power, moves for judgment in the said cause.

The verdict of the jury being only for one pound, sixteen shillings and one penny, the Court take time until to-morrow, the 20th inst., to consider of said verdict.

Alex'r McDonell,  
plaintiff,  
vs.  
Joseph Allen,  
defendant.  
(From July.)

John Green,  
plaintiff,  
vs.  
Joseph Allen,  
defendant.

The plaintiff appears and moves for judgment in said cause.

The Court having duly weighed the verdict of the said jury consider that the plaintiff shall recover of the said defendant the sum of two pounds, sixteen shillings and fourpence, with costs of suit.

Samuel Rose,  
plaintiff,  
vs.  
John Vogely.  
(From April, 1793.)

The plaintiff appears and prays judgment may be granted in said cause.

The Court having duly weighed the verdict of said jury consider that the said plaintiff shall recover of the said defendant the sum of one pound, ten shillings, with costs of suit taxed at seven pounds and sixpence.

Macauley & Mark-  
land, plaintiff,  
vs.  
Nicholas White-  
sele, defendant.

The plaintiff appears.

The cause is ordered for trial on the eighth day of October next ensuing.

#### FRIDAY, THE 20th DAY OF SEPTEMBER.

The Court met pursuant to adjournment.  
The same Judges present.

McDonell,  
plaintiff,  
vs.  
J. Allen,  
defendant.

Edward Hicks appears for the plaintiff and prays judgment.

The Court having duly weighed the verdict of the jury consider the plaintiff shall recover of the defendant the sum of one pound, sixteen shillings and one penny, with costs taxed at six pounds.

Richard Ferguson,  
plaintiff,  
vs.  
Conrad Vanduser,  
defendant.  
(From yesterday.)

The plaintiff appeared and filed his replication.  
The defendant appears.

The plaintiff having consented to take judgment for twenty-two pounds, three shillings and sevenpence, the Court do consider that the plaintiff shall recover the said sum with costs and charges, instead of thirty-three pounds, six shillings and twopence awarded by the verdict of the jury.

The defendant acquiesces to the said arrangement.

#### MONDAY, 23rd SEPTEMBER.

The Court met pursuant to adjournment.  
Present: The same Judges.

Arthur  
McCorkmick,  
plaintiff,  
vs.  
Daniel McMullen,  
defendant.  
(From Monday  
last.)

The plaintiff appears in person.

The defendant likewise appears and says he is not indebted in manner and form as stated in plaintiff's declaration, and puts himself on the country.

And the plaintiff doth do likewise.

This cause is ordered for trial on Tuesday, the eighth day of October next ensuing.

The plaintiff shews cause as ordered for this day and sets forth his reasons by a written paper delivered to the Court; which is filed in the Records.

Solomon Orser  
vs.  
George Harpel.  
(From Monday  
last.)

The defendant says in reply it was not lawful for the jury to guess that the plaintiff was married to the said Mary Orser and thereon found a verdict for such heavy damages, but that the same marriage ought to have been proved by the plaintiff in open court, which he having neglected to do prays the said verdict may be set aside as illegal.

The Court will take time until Monday, the 30th inst., to consider the matters alledged by the said parties in this cause.

The Court adjourned until Monday, the 30th inst.

#### MONDAY, THE 30th SEPTEMBER.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff and defendant appear from Monday last.

Orser  
vs.  
Harpel.

This is an action for criminal conversation with the plaintiff's wife in which he hath obtained a verdict for one hundred and fifty pounds damages. But it appears that at the trial the plaintiff neglected to produce any evidence of this marriage. Upon this ground the defendant hath moved an arrest of judgment, and having duly weighed what hath been urged by the parties we are now to give our decision. There is no principle in law more clearly established than that it is incumbent on a plaintiff to substantiate by proof every allegation that is necessary to support his action. In such cases as the present an actual marriage of the parties is the only foundation of a claim to damages, a circumstance so material and which is the very gist of the action, ought not to be assumed, it must be fully established by proof produced at the trial, and the plaintiff having omitted to bring evidence to this point, his neglect is fatal to his cause. The verdict must be set aside and judgment of non-suit entered.

This decision, in which the Court is unanimous, is founded on the plainest principles of law, corroborated by the case of *Morris vs. Miller*, reported in Barrow, page 205.



## TUESDAY, THE 8th OF OCTOBER.

The Court met.

Present: The Honourables Richard Cartwright, Jun.,  
Neil McLean and Hector McLean, Esquires.

Plomondeau  
vs.  
Stone.  
(From Sept. term.)

The plaintiff appeared in person.  
The defendant being called made default.

McKenny  
vs.  
McPherson.  
(From Sept. term.)

The plaintiff being called did not appear on account  
of his wife being in a bad state of health.

The defendant appears and says no notice has been  
given to put off the trial and prays this action may be dis-  
continued.

The Court adjourned until four o'clock.

The Court met pursuant to adjournment.

Present: The same Judges.

Robert Macauley &  
Thomas Markland  
vs.  
Nicholas White-  
sele.

The plaintiff appears in person.  
The defendant doth so likewise.  
The jury were called and sworn.

- |                      |                       |
|----------------------|-----------------------|
| 1. Frederick Baker.  | 7. Jacob Corner.      |
| 2. John Edgar.       | 8. John Asselstine.   |
| 3. John Ham.         | 9. John Burby.        |
| 4. Paul Corner.      | 10. William Williams. |
| 5. John Vandican.    | 11. David Williams.   |
| 6. Peter Asselstine. | 12. Bastion Hogle.    |

For want of evidence on part of the plaintiff the Court  
dismiss the jury and that the said plaintiffs are non-  
suited.

The Court adjourned until to-morrow at four o'clock.

## 9th OCTOBER.

The Court met pursuant to adjournment.

Present: The same Judges.

Plomondeau  
vs.  
Stone.  
(From Sept. term.)

The plaintiff appears in person.

Archibald Fairfield having filed a power for Joel Stone  
praying on account of sickness that this cause may be put  
off until the second Tuesday next January.

The Court grant a rule that this cause may be put off  
on the defendant's paying the costs incurred for the plain-  
tiff's attendance and witnesses.

Arthur McCormick  
vs.  
Daniel McMullen.  
(From Sept. term.)

The plaintiff appears in person.  
The defendant appears.

The jury were called and sworn:—

- |                    |                         |
|--------------------|-------------------------|
| 1. Emmerson Burly. | 7. Francis Vandebogart. |
| 2. Freeman Burly.  | 8. Peter Asselstine.    |
| 3. James Jackson.  | 9. Frederick Baker.     |
| 4. George Burk.    | 10. Elvia Yeomans.      |
| 5. John Horning.   | 11. Michael Daderick.   |
| 6. David Purdy.    | 12. Daniel Johnson.     |

Evidence sworn for plaintiff: John Detler.

Evidence sworn for defendant.

Constable sworn to attend the jury.

The jury withdrew to consider of their verdict, and having returned into court by their foreman, Emmerson Burly, find a verdict for the plaintiff with damages of two hundred and sixty pounds, fifteen shillings and ninepence farthing, Halifax currency.

# COURT OF COMMON PLEAS.—DECEMBER TERM.

THURSDAY, 17th DECEMBER, 1793.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Jun., Neil McLean and Hector McLean, Esquires.

The Sheriff returned that he has duly summoned the defendant.

The defendant appears in person and says he is not indebted in manner and form as set forth in plaintiff's declaration, and prays that this action may be enquired of the country.

The plaintiff likewise appears and says he is indebted in manner and form as set forth and doth so likewise.

This cause is ordered for trial at Adolphus Town on Tuesday, the fourteenth of January next ensuing.

John Charles Stewart appears for the defendant, having filed his power of attorney duly authorized from defendant and files his plea in demurrer.

The plaintiff prays time until Friday, the 20th instant, to reply.

It is ordered by the Court that the plaintiff do make his replication on Friday, the 20th instant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears in person.

The defendant being duly called made default.

John Baptiste Bauchette, Captain in His Majesty's Marine Dept., gentleman, of Kingston, in the aforesaid district, plaintiff,

vs.

Bemslee Peters, of the aforesaid district and town aforesaid, gentleman, defendant.

Christopher Georgen, Kingston, in the aforesaid district, taylor, plaintiff,

vs.

David Ross, attorney for Peter McFarlane, of Montreal, defendant.

Philip Pember, of the Town of Kingston, in the aforesaid district, carpenter, plaintiff,

vs.

Edward Walker, of Kingston, in the aforesaid district, defendant.

Joseph Pritchard,  
of the Town of  
Kingston, in the  
aforesaid district,  
taylor, plaintiff,  
vs.  
Stephen McLean,  
now at Kingston,  
in the aforesaid  
district, defendant.

The Sheriff returned that he has duly summoned the defendant.

The defendant appears and says he is not guilty in manner and form as set forth in plaintiff's declaration and prays it may be inquired of by the country.

The plaintiff appears and is ready to verify and doth so likewise.

This cause is ordered for trial on Tuesday, the fourteenth day of January next, at Adolphus Town.

Daniel Carre, of  
Ernest Town, in  
the aforesaid dis-  
trict, gentleman,  
plaintiff,  
vs.  
Nathan Williams  
and Robert  
Williams, of  
Ernest Town, in  
aforesaid district,  
yeoman,  
defendants.

The Sheriff returns that he has duly summoned the defendants.

The plaintiff appears in person.

The defendants appear and pray leave from the Court until Friday next, the 20th instant, to put in their plea to the plaintiff's declaration.

The Court order that the defendants' plea be made on Friday next, the 20th instant.

Marcus Snyder, of  
Ernest Town, in  
the aforesaid dis-  
trict, yeoman,  
plaintiff,  
vs.  
David Lent, of  
township aforesaid  
and district  
aforesaid, yeoman,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The defendant appears and says he did give the plaintiff a promissory note that he did tender the eight dollars as specified in said note, prior to the suit being commenced, and likewise offered to pay the residue in produce agreeable to the tenor and condition of said note, and that he is still ready and willing to comply with the conditions of the said note, but the plaintiff doth and still refuses to accept the same.

The plaintiff says that the defendant hath never tendered payment of the said note conformable to the said conditions, which he prays may be inquired of by the country, and the defendant doth so likewise.

This cause is ordered for trial on Tuesday, the 16th January next, at Adolphus Town.

Alexander  
Chisholm, of  
Thurlow, of the  
district aforesaid,  
gentleman,  
plaintiff,  
vs.  
John Dafee, of  
Fredericksburgh,  
in the aforesaid  
district, yeoman,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The defendant appears in person and says he is not indebted in manner and form as set forth 'in plaintiff's declaration, and prays this may be enquired of by the country.

And the plaintiff doth so likewise.

This cause is ordered for trial on Tuesday, the fourteenth day of January next, at Adolphus Town.



The Sheriff returns that he has duly summoned the defendant.

The defendant appears in person and says he is not indebted in manner and form as set forth in plaintiff's declaration and prays this may be enquired of by the country.

The plaintiff appears and says he is indebted in manner and form and doth so likewise.

This cause is ordered for trial on the second Tuesday in April, at Kingston, in consequence of a material witness being absent, it being by the consent of the parties.

The Sheriff returns that he has duly summoned the defendant.

The plaintiff appears in person.

The defendant being duly called made default.

The Court adjourned till Friday, the 20th inst., at eleven o'clock.

William Cottier, of Ernest Town, in the aforesaid district, yeoman, plaintiff,

vs.

Ichabod Hanly, of township aforesaid, and district aforesaid, yeoman, defendant.

William Ransier, of the township of Kingston, in the district aforesaid, plaintiff,

vs.

Joseph Ferris, of the district and township aforesaid, defendant.

#### FRIDAY, THE 20th INST.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff appears and prays for judgment conformably to verdict given on ninth October.

The defendant being called does not appear.

The Court consider that the plaintiff shall recover of the defendant the said verdict of jury amounting to two hundred and sixty pounds, fifteen shillings and ninepence farthing Halifax currency, with costs of suit.

The plaintiffs being called do not appear.

The defendant appears and prays that the Court will award his costs on judgment of non-suit entered in October sittings.

The Court consider the defendant shall recover of the plaintiffs the sum of one pound, four shillings for his costs.

The plaintiff being called does not appear.

The defendant appears and prays the Court will award his costs on judgment of non-suit entered at October sittings.

The Court consider the defendant shall recover of the plaintiff the sum of one pound, six shillings and sixpence for his costs.

Arthur McCormick  
vs.  
Daniel McMullen.  
From after sittings last term.

Robert McCawley  
& Thomas Markland, plaintiffs,  
vs.  
Nicholas White-sele, defendant.  
From after sittings last term.

McKenny  
vs.  
McPherson.  
From after sittings in October.

Christopher  
Georgen  
vs.  
Ross, attorney.  
(From Tuesday  
last.)

The plaintiff appears and filed his replication to defendant's plea.

John Charles Stewart appears and asks time till Tuesday next, the 24th instant, to put in his answer.

The Court grant a rule for the defendant to answer plaintiff's plea on Tuesday next.

Philip Pember  
vs.  
Edward Walker.  
(From Tuesday  
last.)

The plaintiff appears in person.

The defendant appears and prays the default may be taken off.

The Court consent to the default being taken off paying costs.

The defendant says he is not guilty in manner and form set forth in plaintiff's declaration and prays this may be inquired of by the country, and the plaintiff doth so likewise.

The Court order this cause for trial at Adolphus Town on Tuesday, the fourteenth day of January next.

Titus Simons,  
Senior, of  
Kingston, in the  
aforesaid district,  
plaintiff,  
vs.  
Neil McLean, of  
Kingston, in the  
aforesaid district,  
gentleman,  
defendant.

The Sheriff returned that he has duly summoned the defendant.

The plaintiff appears.

The defendant prays till Tuesday next to make answer to plaintiff's declaration.

The Court makes a rule granting until Tuesday next, the 24th inst., to put in his plea.

The Court make a rule that in future no costs will be taxed by the Court till it appears previous notice has been given by the party applying for such taxes to the opposite party in writing that he will apply on a particular day for his costs.

It is ordered that a copy of this rule be pasted up in the Clerk's office.

The court adjourns until Tuesday next, at eleven o'clock.

## TUESDAY, THE 24th DECEMBER.

The Court met pursuant to adjournment.

Present: The same Judges.

Georgen  
vs.  
Ross, as attorney  
to Mcfarlane.  
(From Tuesday  
last.)

The plaintiff appeared in person.

John Charles Stewart appeared for the defendant and filed his rejoinder to the plaintiff's replication.

The Court will further hear the parties in this cause the first day of the term in March next ensuing agreeable to their own request.

The plaintiff appears in person.

The defendant appears and filed his plea in bar.

The plaintiff in replication says he did not know the defendant had any right or title to the premises, and although he paid money to the defendant it was not on account of rent, neither did the defendant grant any receipt for it as rent.

The Court will further hear the parties on Thursday next in this action.

The Court adjourned till Thursday next at eleven o'clock.

Titus Simons  
vs.  
Neil McLean.

#### THURSDAY, THE 26th OF DECEMBER.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Jun., and Hector McLean, Esquires.

The plaintiff appears in person.

The defendant appears.

The Court having heard the argument from both parties will give judgment in this cause on Tuesday, the 31st day of December instant.

The Court adjourned till Tuesday, the thirty-first of December, at eleven o'clock in the forenoon.

Titus Simon,  
plaintiff,  
vs.  
Neil McLean.

#### TUESDAY, THE 31st DECEMBER, 1793.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff appears.

The defendant likewise.

The plaintiff in his declarations says the defendant distrained and without shewing that he had any right or title to the premises. And again, in his replication, saith the plaintiff never showed him any title to the premises. He neither denies the defendant's title or authority, or that the rent which he hath distrained is due, the only material points in which a question can be made. In the act of levying a distress for rent it is not usual nor is it necessary to set forth the particulars of the distrainer's title. It is sufficient to say it is in behalf of the landlord or his agent for rent due. And if the tenant intends to controvert the title or deny that there is rent in arrears he should do so explicitly in his replication. Therefore for want of sufficient replication it is granted that the said Neil McLean have a return of the said goods.

Titus Simon  
vs.  
Neil McLean.



## TUESDAY, 14th JANUARY, ADOLPHUS TOWN.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Jun.,  
Neil McLean, and Hector McLean, Esquires.

Alex'r Chisholm  
vs.  
John Dafoe.  
(After sittings.)

The plaintiff appeared.

The defendant likewise appeared.

The jury were called and sworn:—

- |                    |                      |
|--------------------|----------------------|
| 1. Henry Davis.    | 7. Nicholas Lake.    |
| 2. David Palmer.   | 8. Henry Spencer.    |
| 3. Henry Hover.    | 9. Isaac Parliament. |
| 4. Edward Rikeman. | 10. Henry Simmons.   |
| 5. James Morden.   | 11. John Reid.       |
| 6. John Spencer.   | 12. Richard Morden.  |

Evidence sworn for the plaintiff: William Bell, Abraham Dafoe, Duncan Bell, Alexander Clarke, Andrew Rikely.

Evidence sworn for defendant.

The jury withdrew to consider of their verdict, and having returned into court by their foreman, John Reid, find a verdict for the defendant.

The Court adjourned until twelve o'clock to-morrow.

## WEDNESDAY, THE 15th JANUARY, 1794.

The Court met pursuant to adjournment.

Present: The same Judges.

Pritchard  
vs.  
McLean.

The plaintiff appears.

The defendant likewise.

The jury were called and sworn:—

- |                        |                      |
|------------------------|----------------------|
| 1. John West.          | 7. Peter Rattan.     |
| 2. Christian Peterson. | 8. Barnard Cole.     |
| 3. Conrad Vandeuser.   | 9. Nicholas Vassals. |
| 4. William Foster.     | 10. Zadock Thrasher. |
| 5. Joseph Clapp.       | 11. David Harris.    |
| 6. Nicholas Peterson.  | 12. Robert Wright.   |

Evidences called for plaintiff: Thomas Elms Mathews, William Simpson, and John Thorn.

Evidences for defendant: Daniel McMullen and John Simpson.

John Ben, constable, was sworn to attend the jury.

The jury withdrew to consider of their verdict, and having returned into court by their foreman, Conrad Vandeuser, find a verdict of fifteen pounds currency for the plaintiff, with costs of suit.

Due notice having been given to the plaintiff, the parties consent to put off this cause until the 3rd of April, 1794.

Pember  
vs.  
Walker.

The Court adjourned until Monday, 17th March, at Kingston.

DISTRICT OF MECKLENBURG, KINGSTON.

COURT OF COMMON PLEAS.

SATURDAY, THE 5th DAY OF JUNE, 1790.

Present: Richard Cartwright, Jun., Esq.

The plaintiff demands of the defendant the sum of seven pounds currency due per his promissory note.

Conrood Vanduser  
vs.  
Timt. Prindle.

The defendant being called made default. P. Clark appears for the plaintiff and produces the defendant's note due the plaintiff for the sum of six pounds, fifteen shillings and eightpence currency, the Court do therefore order that the plaintiff shall recover of the defendant the said sum, with costs taxed at thirteen shillings and twopence.

SATURDAY, THE 12th JUNE, 1790.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Esq.

The plaintiff demands of the defendant the sum of one pound, fifteen shillings for three and a half bushels of wheat.

Henry Kusenburg  
vs.  
Fred'k Piper.

The defendant appears and produces an account against the defendant which the Court cannot admit to be set-off against the demands of the plaintiff, for want of sufficient proof to substantiate his said claim, but it appears by the acknowledgment of the plaintiff that the defendant has a just claim of twenty-two shillings, the Court do therefore order that the defendant shall pay the balance of thirteen shillings, with costs taxed at fourteen shillings and fourpence, reserving to the defendant the right to sue for any just demand he may have, exclusive of the sum already allowed.

The plaintiff demands of the defendant the sum of nine pounds, ten shillings, due him on account.

The defendant being called made default.

It appears to the Court by the written obligation of the defendant that he is justly indebted to the plaintiff the said sum of nine pounds, ten shillings. The Court do therefore order that the plaintiff shall recover the same with costs taxed at thirteen shillings and twopence.

The Court adjourned to Saturday next.

John Foster  
vs.  
Simon J. Cole.

SATURDAY, 19th JUNE.

Present: Neil McLean, Esq.

Arch'd Thomson  
vs.  
John Duncan.

The plaintiff demands the sum of ten pounds currency for damages for having inveigled his servant man. The Court having heard the parties, it appears that plaintiff had refused to accept the labour of his said servant, and it was after that the defendant did employ him, and it does not appear by sufficient proof that the defendant did inveigle him as set forth in the declaration. The Court do therefore order that the plaintiff do pay costs taxed at thirteen shillings and twopence.

The Court adjourns to Saturday next.

SATURDAY, 26th JUNE, 1790.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

No business.

The Court adjourns to Saturday, the 24th July.

SATURDAY, 24th JULY.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

Mathew Donavan  
vs.  
Rich'd Bushell.

The plaintiff demands of the defendant seven shillings currency for fees due him as clerk of the Land Board. The defendant being duly called made default.

It appears to the Court that the defendant is justly indebted to the plaintiff the said sum, the Court do therefore order that the plaintiff shall recover the sum with costs taxed at twelve shillings and twopence.

Elizabeth Thomson  
vs.  
Reaford & Sheriff.

The plaintiff demands of the defendants the sum of one pound, one shilling currency for cheese sold them.

It appears to the Court that the plaintiff had authorised Mr. Farley to receive the said sum of one pound, one shilling from the defendants, and the defendant Sheriff declares upon oath that Mr. Farley deducted that sum from wages due him.

Thomas Reaford upon oath also declares that Mr. Farley acknowledged to him that he had received payment from Sheriff. The Court do therefore order that this cause be dismissed, and that the plaintiff shall pay costs taxed at thirteen shillings and twopence currency.



The plaintiff demands of the defendant the sum of one pound, five shillings for amount of account.

William Atkinson  
vs.  
John McMichel.

It appears by evidence that the defendant is justly indebted to the plaintiff the said sum, the Court do therefore order that the defendant shall pay the same; with costs taxed at twelve shillings and twopence.

The Court adjourns to Saturday next.

### SATURDAY, 31st JULY, 1790.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

The plaintiff demands of the defendant the sum of two pounds, fifteen shillings and ninepence currency for sundries delivered him.

John Ferguson  
vs.  
Joseph Pritchard,  
taylor.

The Court having heard the parties will deliberate on the merits of this cause, and will give judgment on Saturday next.

The plaintiff demands of the defendant the sum of eight pounds currency for damages in making hay in his meadow.

Gilbert Orser  
vs.  
Joseph Ferris.

The defendant appears in person and prays that this cause may be heard next Saturday, his evidence not being present.

The Court do order that this cause may be tried as prayed.

The plaintiff demands of the defendant the sum of six pounds currency for amount of account and damages to his house and garden.

John Holmes  
vs.  
John Smith.

The defendant appears in person and prays that this cause may be heard on Saturday, the fourteenth day of August.

The Court do order that this cause may be tried as prayed.

The Court adjourn to Saturday next.

### SATURDAY, 7th AUGUST.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

The plaintiff demands of the defendant the sum of eight pounds for damages in making hay in his meadow without leave.

John Ferguson  
vs.  
Joseph Pritchard,  
From last term.  
Gilbert Orser  
vs.  
Joseph Ferris.

The Court having heard the parties do order that the plaintiff shall have the hay made in the said meadow, and that the plaintiff shall pay the defendant one pound, ten shillings for his trouble in making it, and that the defendant shall pay costs taxed at twelve shillings and twopence.

SATURDAY, 15th AUGUST.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., Esq., and Neil McLean, Esq.

John Holmes  
vs.  
John Smith.

The plaintiff demands of the defendant the sum of six pounds currency for amount of account and damages to his house and garden.

The Court having heard the parties, likewise the evidence in this cause, do order that the defendant shall pay the plaintiff ten shillings damages and costs taxed at fourteen shillings and sixpence.

The Court adjourns to Saturday next.

SATURDAY, 21st AUGUST, 1790.

The Court met pursuant to adjournment.

Present: The two Judges.

No business.

The Court adjourns to Saturday next.

SATURDAY, 21st AUGUST.

The Court met pursuant to adjournment.

Present: The same Judges.

No business.

The Court adjourn to Saturday next.

SATURDAY, 4th SEPTEMBER, 1790.

The Court met pursuant to adjournment.

Present: Neil McLean, Esq.

Oliver Arnold  
vs.  
William Fairfield.

The plaintiff demands of the defendant the sum of one pound currency for unlawfully detaining his cloaths.

The Court having heard the parties, it appears that the plaintiff is indebted to the defendant the sum of four shillings and ninepence currency, the Court do therefore order

that the plaintiff shall satisfy the same, and that the defendant shall deliver whatever he has detained belonging to the plaintiff and the plaintiff shall pay costs taxed at eleven shillings and twopence.

### SATURDAY, 11th SEPTEMBER.

The Court met pursuant to adjournment.

Present: The two Judges.

No business.

The Court adjourns to Saturday, the second day of October next.

### SATURDAY, 2nd OCTOBER, 1790.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

The plaintiff demands of the defendant the sum of seven pounds, thirteen shillings and fourpence for amount of sundry accounts.

Peter Wartman  
vs.  
Law'e Eldam.

The defendant being duly called made default.

The plaintiff demands of the defendant the sum of seven pounds, six shillings, for his promissory note, which is exhibited and filed.

James Robins  
vs.  
Dan'l McQuinn.

The defendant appears in person and acknowledges the said debt.

The Court do therefore order that the plaintiff shall recover the same with costs taxed at eleven shillings and twopence.

The plaintiff demands of the defendant the sum of eighteen shillings for amount of account.

Sam'l Thomson,  
Oliver Church,  
plaintiffs,  
vs.  
Ebenezer  
Washburn.

The Court having heard the parties it appears that the defendant is justly indebted to the plaintiff the said sum of eighteen shillings, and they therefore order that the plaintiff shall recover the same with costs taxed at twelve shillings and sixpence.

The plaintiff demands of the defendants the sum of seven pounds, eleven shillings, for amount of account and damages.

Eben'zr Washburn  
vs.  
Sam'l Thomson,  
Oliver Church.

The Court having fully heard the parties and their respective evidence, likewise the different exhibits filed in



this cause, do order and adjudge: That the plaintiffs shall recover of the defendants the sum of one pound currency for this debt and damages with costs taxed at fifteen shillings and sixpence.

James Kemp  
vs.  
Ebn'r Washburn.

The plaintiff demands of the defendant the sum of six pounds currency for damage for breach of agreement.

The defendant appears and says that he has made no agreement with the plaintiff.

The Court having examined Jas. McTagart and Geo. Finkle upon oath, it appears that the defendant did enter into an agreement with the plaintiff for to clear a certain quantity of land for the defendant; it also appears to the Court that the plaintiff agreed to let the defendant have the choice of all his cows except one in part payment of the work done for the plaintiff, and that after the said work was done the plaintiff did refuse to let the defendant have the choice of his cows.

The Court do therefore order that the plaintiff shall recover of the defendant the sum of six pounds currency with costs taxed at one pound, three shillings and twopence.

Zacharias  
Trompour  
vs.  
Joseph Allen.

The plaintiff demands of the defendant the sum of five pounds currency for taking wheat, the property of the plaintiff.

The defendant appears and says that he has not been legally summoned to appear in this cause.

It does not appear to the Court that the defendant has been duly summoned, therefore do dismiss this action with costs—ten shillings and twopence.

Joseph Allen  
vs.  
Jno. Martin,  
trader.

The plaintiff demands of the defendant the sum of eight pounds, ten shillings for promissory note and amount of account.

The defendant being duly called made default.

Joseph Allen  
vs.  
Wm. Cambell.

The plaintiff demands of the defendant the sum of ten pounds currency for his promissory note and amount of account.

The defendant being called made default.

Adjourned to Saturday next.

SATURDAY, 9th OCTOBER.

The Court met pursuant to adjournment.  
Present: The two Judges.

The plaintiff appears in person and filed a warrant of attorney from George Harper, Mic'l Taylor and Mic'l Dedrick, to sue in their names for certain debts due them by the defendant, account of which are duly filed.

Peter Wartman for himself, George Harper, Mic'l Taylor & Mich'l Dedrick,

vs.  
Law'e Eldam.  
(From last Saturday.)

The Court having examined the said account and the above named persons having duly attested their respective demands the Court do order and adjudge that the plaintiff shall recover of the defendant the sum of six pounds, eighteen shillings and fourpence, with costs taxed at fifteen shillings and sixpence.

The plaintiff appears in person and produced and filed the defendant's promissory note and account amounting to nine pounds, sixteen shillings and sixpence.

Joseph Allen  
vs.  
William Cambell.  
(From last Saturday.)

The Court do order that the plaintiff shall recover of the defendant the said sum with costs taxed at eleven shillings and twopence.

The plaintiff appears and filed the defendant's note-of-hand and account amounting to the sum of eight pounds, five shillings and ninepence.

Joseph Allen  
vs.  
Martin, Trader.  
(From last Saturday.)

The Court do order that the plaintiff shall recover of the defendant the said sum with costs taxed at fourteen shillings and tenpence.

The plaintiff demands of the defendant the sum of one pound, nineteen shillings for amount of account.

Joseph Allen  
vs.  
Dan'l McQuinn.

The defendant being called made default.

The plaintiff produced and filed his account, duly attested, amounting to the sum of one pound, fourteen shillings and tenpence currency.

The Court do order that the plaintiff shall recover of the defendant the said sum, with twelve shillings and twopence costs.

The plaintiff demands of the defendant the sum of six pounds currency for wheat.

Zacharias Trompour  
vs.  
Joseph Allen.

It appears to the Court that the plaintiff had permission to sow wheat on a lot of land formerly the property of S. J. Cole, which land has since been conveyed to the defendant, since which time the defendant considered the crop arising from the said wheat to be his property, but it does not appear to the Court that the defendant has any the least title to the said wheat, therefore the Court do order that the defendant shall deliver to the plaintiff the said wheat and pay the sum of twelve shillings and twopence costs.

Peter Coles  
vs.  
Joseph Allen.

The plaintiff demands of the defendant the sum of six pounds for wheat.

It appears to the Court this demand is exactly the same nature as the last action against the defendant. The Court do therefore order that the plaintiff shall recover his wheat and that the defendant shall pay costs taxed at thirteen shillings and twopence.

Isaac Cole.  
vs.  
Joseph Allen.

Simon J. Cole appears for the plaintiff and demands of the defendant the sum of six pounds for wheat.

The defendant demands that the said Simon J. Cole may produce his warrant of attorney to appear in this cause.

The said S. J. Cole having no warrant to appear to this action the Court do order that the plaintiff shall pay costs taxed at twelve shillings and twopence.

Adjourned to Saturday, the 23rd inst.

#### SATURDAY, 23rd OCTOBER, 1790.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., Esq., and Neil McLean, Esq.

Peter Woodcock  
vs.  
Abra'm Woodcock.

The plaintiff demands of the defendant the sum of ten pounds currency for wheat and corn and damages in having unlawfully kept the same from the plaintiff.

It appears that the plaintiff had assisted to plant and tend about two and a half acres of corn on the defendant's land, on shares, and it appears that the defendant has offered to deliver the plaintiff one third part of the produce, and it further appears to the Court that such a share was sufficient for the plaintiff's labour, the Court do therefore order that the defendant shall deliver thirteen and half bushels of said corn with one third share of stalks, etc., supposed to be third part, and that the plaintiff shall pay costs taxed at seventeen shillings and twopence.

The Court adjourns to Saturday next.

#### SATURDAY, 30th OCTOBER.

The Court met pursuant to adjournment.

Present: The two Judges.

No business.

The Court adjourns to Saturday next.

#### SATURDAY, 6th NOVEMBER.

The Court met and adjourned.

No business.



## SATURDAY, 13th NOVEMBER.

The Court met and adjourned to Saturday, the 4th December next.

## SATURDAY, 4th DECEMBER, 1790.

The Court met and adjourned to Saturday, the eleventh.

No business.

## SATURDAY, 11th DECEMBER.

The Court met.

Present: Richard Cartwright, Jun., Esq., and Neil McLean, Esq.

The plaintiff demands of the defendant the sum of six pounds, fifteen shillings currency due for his promissory note. The defendant being duly called made default.

Nathaniel Somes  
vs.  
Daniel McMullan.

Thomas Dorland appears for the plaintiff and presents the defendant's promissory note for the aforesaid sum.

The Court do therefore order that the plaintiff shall recover of the defendant the sum of six pounds, fifteen shillings for his debt. Twelve shillings and sixpence costs.

The plaintiff demands of the defendant the sum of two pounds, eleven shillings and eightpence currency, due for balance of account. The defendant being duly called made default.

Simon J. Cole  
vs.  
Joseph Carnahan.

The plaintiff appears in person and exhibits an account against the defendant for the sum of two pounds, eleven shillings and sevenpence currency, to which he has duly sworn.

The Court therefore order that the plaintiff shall recover of the defendant the said sum, with thirteen shillings and twopence costs.

The plaintiff demands of the defendant the sum of ten shillings currency for account.

The defendant appears in person.

John Foster  
vs.  
Jacob Loucks.

The Court having heard the parties are of opinion that the plaintiff has no just grounds of action of the defendant.

The Court therefore do order that the plaintiff do pay costs taxed at thirteen shillings and twopence.

John Foster  
vs.  
Dan'l McMullan.

The plaintiff demands of the defendant the sum of five pounds, eight shillings and twopence.

On motion of the plaintiff, the Court orders that this cause may be tried on Saturday next.

John decourcy Gill  
vs.  
Thomas Dorland.

The plaintiff demands of the defendant the sum of one pound currency for amount of account.

The plaintiff being duly called made default.

The defendant appears in person and represents to the Court that he conceives himself injured by the plaintiff, in not appearing to prosecute this action, and that the defendant has been at much expense in bringing his witness and that he is not indebted to the plaintiff, therefore prays that the Court will order the plaintiff to pay his costs.

The Court having considered the demand of the defendant do order that the plaintiff shall pay the defendant the sum of fifteen shillings and the plaintiff to pay costs.

The Court adjourns to Saturday next.

SATURDAY, 18th DECEMBER, 1790.

The Court met.

Present Richard Cartwright, Esq., and Neil McLean, Esq.

Simon J. Cole  
vs.  
Joseph Allen

The plaintiff demands of the defendant the sum of three pounds currency for a ton hay.

The Court having heard the parties, it appears that the hay in question was cut on land sold to the defendant by the plaintiff the 15th day of July last, but by a writing produced by the plaintiff signed by the defendant bearing date the same day, it appears that three months was allowed the plaintiff to redeem this land, which in reality converts the sale into a mortgage, and preserves to the plaintiff the property of the hay and corn growing thereon.

The Court do therefore order that the plaintiff shall have the hay cut on the land in question, and that the defendant do pay the costs of suit amounting to twelve shillings.

Cole  
vs.  
Carnahan.

Joseph Carnahan appears in court and prays that the cause between him and Simon J. Cole given against him by default may be reheard.

It appears that said Carnahan did use his endeavour to attend on Saturday last agreeable to the summons, and actually came to town soon after the breaking up of the Court, and that he has evidence to produce in his behalf; it is ordered that the judgment given on the 11th inst. be suspended and this cause be heard on the 10th day of February next at Adolphus Town, in the Circuit Court.

The Court adjourn to Saturday the 22nd January next.

SATURDAY, 22nd JANUARY, 1791.

The Court met.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

No business.

The Court adjourns to Saturday next.

SATURDAY, 29th JANUARY, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Neil McLean, and Hector McLean, Esquires.

The plaintiff demands of the defendant the sum of five pounds currency for damages for unlawfully detaining his property.

James Connor  
vs.  
David Betton.

The Court having heard the parties, it does not appear that the plaintiff has any just grounds for complaint against the defendant, therefore order this cause to be dismissed, and that the plaintiff do pay costs.

The Court adjourns to next Saturday.

SATURDAY, 5th FEBRUARY, 1791.

The Court met pursuant to adjournment.

Present: Neil McLean, Esq.

No business.

The Court adjourned to Saturday, the twenty-sixth inst.

SATURDAY, 26th FEBRUARY, 1791.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

The plaintiff demands of the defendant the sum of one pound and threepence currency due on his promissory note and amount of account.

Charles Bennett  
vs.  
Mathew Dies.

The defendant appears and prays orgn. of the note, which appears to be dated the twelfth day of March, in the year one thousand seven hundred and eighty-one, and the defendant saith that no demand has been since made for the payment of the said note and pleads the Statute of Limitations.



The defendant acknowledged the account amounting to three shillings and sixpence.

Therefore the Court do order and adjudge that the plaintiff shall recover the sum of three shillings and sixpence, with costs taxed at eleven shillings and twopence.

SATURDAY, 5th MARCH, 1791.

Present: Richard Cartwright, Esq., and Hector McLean, Esq.

No business.

SATURDAY, 12th MARCH.

The Court met.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

Alex'r Simpson  
vs.  
Elisha Phillips.

The plaintiff demands of the defendant the sum of one pound, due for amount of account. The defendant being duly called made default.

The plaintiff produced his account against the defendant, and having made oath to the same, the Court do consider that the plaintiff shall recover of the defendant the sum of one pound for his debt and fifteen shillings and twopence costs.

Alex'r Simpson  
vs.  
Ruloff & John  
Vandican.

The plaintiff demands of the defendants the sum of four pounds currency due for their promissory note.

The said defendants being duly called made default.

The plaintiff exhibits and filed defendants' promissory note, bearing date the twenty-eighth day of August, 1790, for the sum of four pounds.

The Court do consider that the plaintiff shall recover of the defendant the said sum of four pounds for his debt and fourteen shillings and sixpence for costs.

Alex'r Simpson  
vs.  
Jno. Dec'y Gill.

The plaintiff demands of the defendant the sum of one pound, four shillings and sixpence, for amount of account.

The defendant being duly called made default.

The Court being well satisfied that the defendant could not attend for his present bad state of health do order that the cause may be tried the 2nd April.

SATURDAY, 2nd APRIL, 1791.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

The plaintiff demands of the defendant the sum of two pounds currency due for damages for grain and straw, let him, and not yet returned.

George Harper  
vs.  
John Holmes.

The parties not being fully prepared for trial, have mutually agreed that the matter in dispute may be submitted to the award of Capt. Jno. Everett, and that the said award may be given into this Court in writing on Saturday, the 23rd inst.

The Court adjourned to Saturday, the 16th inst.

SATURDAY, 16th APRIL, 1791.

Present: Neil McLean, Esq.

The plaintiff demands of the defendant the sum of six pounds, five shillings, due for his promissory note.

Peter Clark  
vs.  
Stephen Brown.

The defendant made default.

The plaintiff prays that judgment may be given on Saturday next.

The Court adjourned to Saturday, the twenty-third inst.

SATURDAY, 23rd APRIL, 1791.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

The plaintiff demands of this defendant the sum of one pound, seventeen shillings and tenpence currency due for his note.

Charles Lilly  
vs.  
Philip P. Lansing.

The defendant being called made default, and the plaintiff having exhibited and filed the plaintiff's note,

The Court having considered the default and likewise the note filed, the Court do order that the plaintiff shall recover the sum of one pound, seventeen shillings and tenpence with costs taxed at eleven shillings and twopence.

The plaintiff having filed the defendant's note,

The Court do consider that the plaintiff shall recover of the defendant the sum of six pounds, five shillings for said note, with eleven shillings and twopence costs.

The Court adjourns to Saturday next.

Peter Clark  
vs.  
Stephen Brown.  
(From last Saturday.)

SATURDAY, 30th APRIL, 1791.

Present: Richard Cartwright, Esq, and Neil McLean, Esq.

Wm. Muir  
vs.  
Chrs. Georgeon.

The plaintiff demands of the defendant the sum of ten pounds currency for damages sustained in breach of agreement.

The defendant prays time until Saturday next.

The Court do order that this cause be tried on Saturday next.

Adjourned to Saturday next.

SATURDAY, 7th MAY, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

William Mieur  
vs.  
Christ'r Georgeon.  
(From last  
Saturday.)

The plaintiff appears in person.

The defendant also appears in person.

The Court having heard the parties, likewise the evidence in this cause, it appears that the plaintiff was to furnish the defendant with a pair of horses this spring for the purpose of improving the plaintiff's land, and that the defendant having demanded the said horses of the plaintiff the plaintiff refused delivering the same according to agreement, by which the plaintiff has suffered damages to the amount of five shillings.

The Court therefore do order and adjudge that the defendant shall pay the same, with costs taxed at eleven shillings and twopence.

The Court adjourn to Saturday next.

SATURDAY, 14th MAY, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Esq., and Neil McLean, Esq.

Titus Simons  
vs.  
Will'm Sherriff.

The plaintiff demands of the defendant the sum of three pounds, eighteen shillings currency, for his promissory note.

The defendant being duly called made default.

The plaintiff produced the said notes.

The Court having considered the same, likewise the default of the defendant, do order and adjudge that the plaintiff shall recover of the defendant the sum of three pounds, eighteen shillings for the said notes, and likewise eleven shillings and twopence costs.

SATURDAY, THE 21st MAY, 1791.

Present: Richard Cartwright and Neil McLean, Esquires.

No business.



SATURDAY, THE 28th MAY, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., Esq., and Neil McLean, Esq.

The plaintiff appears in person and demands of the defendant the sum of ten pounds, one shilling currency, due for amount of account.

Phillip P Lansingh  
vs.  
Willet Casey.

The defendant appears in person and prays that time may be allowed him to procure his evidence.

The Court do order that this cause may be tried next Saturday.

The plaintiff appears in person and demands of the defendant the sum of two pounds, four shillings and three-pence currency, for amount of account.

Edward Hicks  
vs.  
John Quigely.

The parties do mutually agree that the matter in dispute shall be referred to the judgment of Daniel Wright, Esq., to determine, and that his award may be given in writing in the space of three weeks from this date.

The Court do order that the matter in dispute may be determined as prayed.

The plaintiff demands of the defendant the sum of five pounds currency, due for part of a certain sum awarded to him for damages sustained in breach of agreement.

William Mieur  
vs.  
Christopher Georgen.

The Court having fully heard the parties, likewise having examined the bond filed by the plaintiff and the award given in writing by the arbitrators, will take time to deliberate further in this cause, and that judgment will be given on Saturday next.

The Court adjourns to Saturday next.

SATURDAY, 4th JUNE, 1791.

Present: Richard Cartwright, Jun., Esq., and Neil McLean, Esq.

The Court having fully heard the parties, likewise the evidence in this cause, it appears that the defendant is indebted to the plaintiff the sum of three pounds, six shillings and tenpence currency; the Court, therefore, order that the plaintiff shall recover the same, with costs taxed at twelve shillings and twopence.

Phillip P.  
Lansingh  
vs.  
Willet Casey.  
(From last term.)

William Mieur  
vs.  
Christopher  
Georgeon.  
(From last term.)

The Court having duly deliberated on the merits of this cause do consider that the plaintiff shall recover of the defendant the sum of five pounds currency in part of the sum awarded him by the arbitrators mutually chosen and appointed by the parties, with costs taxed at eleven shillings and twopence.

The Court adjourns to Saturday next.

SATURDAY, JUNE 11th.

The Court met.

Present: Richard Cartwright and Neil McLean, Esquires.

No business.

The Court adjourned until Saturday next.

SATURDAY, 18th JUNE.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., Esq., and Neil McLean, Esq.

No business.

SATURDAY, 25th JUNE, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., Esq., and Neil McLean, Esq.

Henry Smith  
vs.  
Joseph Allen.

The plaintiff demands of the defendant the sum of five pounds currency for damages sustained in working his mare without leave. The parties do mutually agree that the matter in dispute between them shall be determined by Daniel Wright.

The Court do therefore order that this action may be determined as prayed, and that his award shall be given in writing before the last day of July next.

SATURDAY, 6th AUGUST, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., Esq., and Neil McLean, Esq.

John & Huloff  
Vandecan  
vs.  
Alex'r Simpson.

The plaintiff demands of the defendant the sum of four pounds, four shillings and ninepence currency, for amount of account.

The defendant being duly called made default.

The plaintiff filed his said account to which he made oath, likewise filed the defendant's note for the balance charged on said account.

The Court therefore order that the plaintiff shall recover of the defendant the said sum of four pounds, four shillings and ninepence for his debt, and fourteen shillings and sixpence.

The plaintiff demands of the defendant the sum of ten pounds, seven shillings, due for amount of account.

The defendant appears in person and objects to the two first charges in the said account.

The defendant, not being prepared with his evidence, prays that this cause may be ordered for next Saturday.

Ordered accordingly.

Charles Lilly  
vs.  
John Cumming.

The plaintiff demands of the defendant the sum of ten pounds currency, for damages for breach of promise.

The defendant appears in person and prays time until next Saturday to procure his evidence.

Ordered accordingly, as prayed.

Charles Lilly  
vs.  
John Cumming.

The plaintiff demands of the defendant the sum of five pounds, ten shillings currency, due for amount of account.

The Court having fully heard the parties, likewise the evidence in this cause, are not prepared to give judgment in this cause, therefore will take time to deliberate.

John Cumming  
vs.  
Charles Lilly.

The plaintiff demands of the defendant the sum of seventeen shillings and eightpence currency for his note.

The defendant being duly called made default.

The Court having examined the said note and considered the default of the defendant to adjudge that the plaintiff shall recover of the defendant the sum of seventeen shillings and eightpence, with eleven shillings and twopence costs.

Adjourned to Saturday next.

Richard Campbell  
vs.  
Alex'r McDonell.

SATURDAY, 13th AUGUST, 1791.

Present: Richard Cartwright and Neil McLean.

In allowing to each party the charges, either unobjected to by the other or supported by evidence, there appears due to Mr. Lilly four pounds currency, exclusive of the twelve shillings for the gammon, to be accounted for by Mr. Cummings, and as the suit brought by Mr. Cummings was perfectly unnecessary as his account would have been equally allowed without it, it is considered that

Lilly  
vs.  
Cummings  
and  
Cummings  
vs.  
Lilly.  
(From last  
Saturday.)



the said Cummings shall pay the said Lilly the aforesaid sum of four pounds, and defray the costs of the two actions, taxed at twenty-seven shillings and fourpence.

Charles Lilly  
vs.  
John Cumming.  
(From Saturday  
last.)

For action of damages.

The Court having fully heard the parties, likewise the evidence in this cause, will take time to deliberate and give judgment next Saturday.

Agnes Taylor  
vs.  
Ebenezer  
Washburn.

The plaintiff demands of the defendant the sum of seven pounds, five shillings currency, due for his promissory note and filed the said note.

The Court having fully heard the parties will give judgment on Saturday, the 27th inst.

James Clark, Jun.,  
vs.  
Daniel McMullan.

The plaintiff demands of the defendant the sum of one pound, two shillings and twopence currency for his promissory note.

The defendant made default.

The Court do consider that the plaintiff shall recover the sum of one pound, two shillings and twopence for his note, and twelve shillings and sixpence costs.

Thomas Tinbrook  
vs.  
James Kemp.

The plaintiff appears and demands of the defendant the sum of ten pounds currency for damages. The plaintiff also appears and prays that this cause be dismissed as the said James Kemp is not indebted to him, and that John Kemp, Sen., is the person he intended to summon.

The Court do order that the defendant be dismissed, with five shillings costs.

Thomas Tinbrook  
vs.  
Martin Snook.

The plaintiff demands of the defendant the sum of nine pounds currency for amount of account.

The Court having fully heard the parties, likewise the evidence in this cause, it does not appear that the plaintiff has any ground for an action against the defendant. The Court therefore order that the defendant be dismissed, and that the plaintiff pay costs taxed at one pound and elevenpence.

Peter Clark  
vs.  
Willet Casey.

The plaintiff demands of the defendant the sum of ten pounds, ten shillings and fourpence currency for amount of account.

The defendant being duly called made default.

Mr. Robins appears for the defendant and presented an application to have this cause adjourned until next Saturday.

The Court do order that it may be heard as prayed.

The Court adjourn to Saturday next.

SATURDAY, 20th AUGUST, 1791.

Present: Neil McLean, Esq.

In action for damages.

The Court having duly deliberated on the merits of this cause do consider that the plaintiff shall recover of the defendant the sum of two pounds, fifteen shillings for his damages and costs of suit, taxed at twenty-four shillings and twopence.

Charles Lilly  
vs.  
Jno. Cumming.

The plaintiff demands of the defendant the sum of ten pounds currency for damages, in non-performance of his written obligation.

Christopher  
Georgen  
vs.  
William Muir.

By consent of the plaintiff this cause is ordered for Saturday next.

The plaintiff demands of the defendant the sum of nine shillings for his note and account.

Peter Clark  
vs.  
Peter Woodcock.

The defendant made default.

The Court having considered the default of the defendant and examined the several exhibits filed do order that the plaintiff shall recover the sum of nine shillings for his account and costs taxed at twelve shillings and tenpence (12s. 10d.).

The plaintiff demands of the defendant the sum of ten pounds, ten shillings and fourpence currency, due for amount of account.

Peter Clark  
vs.  
Willet Casey.

The Court having fully heard the parties, likewise examined the several exhibits filed in this cause, will take time to deliberate and give judgment on Saturday next.

The Court adjourned until Saturday, the twenty-seventh inst.

SATURDAY, 27th AUGUST, 1791.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Jun., Esq., and Neil McLean, Esq.

The Court having duly considered the merits of this cause, likewise examined the several exhibits filed, do adjudge that the plaintiff shall recover of the defendant the sum of nine pounds, sixteen shillings and sixpence currency, with costs taxed at twelve shillings and twopence.

Peter Clark  
vs.  
Willet Casey.  
(From last  
Saturday.)

Christopher  
Georgen  
vs.  
William Muir.  
(From Saturday  
last.)

The plaintiff appears in person.

The defendant also appears in person.

The Court having fully heard the parties, likewise examined the several exhibits filed, will take time to deliberate and give judgment in this cause on Saturday next.

Alexander Simpson  
vs.  
William Cadman.

The plaintiff demands of the defendant the sum of four pounds, five shillings and elvenpence.

By consent of parties the Court do order that the matter in dispute may be examined and determined by Gilbert Sharp and Alexander Clark, and that their award shall be ready to be given to the parties in writing on Saturday, the tenth day of September next.

Thomas Sparham  
vs.  
John Thorn.

The plaintiff demands of the defendant the sum of three pounds currency, due for a canoe, lent the defendant and returned.

The plaintiff prays time until next Saturday to produce his evidence.

The Court do order that this cause may be tried as prayed.

Agnes Taylor  
vs.  
Ebenezer Washburn.  
(From Saturday,  
the 13th instant.)

The plaintiff appears in person and prays that judgment may be given in this cause.

The defendant appears by Titus Simons and prays that the land may be conveyed to the defendant as stated in his note.

The Court do order that this cause may be fully heard and determined on Saturday, the 10th inst.

John McLeod  
vs.  
Frans. Roshleau.

The plaintiff demands of the defendant the sum of nine pounds currency for damages in the non-performance of an agreement.

The Court having fully heard the parties, will deliberate and give judgment on Saturday next.

Peter Clark  
vs.  
George Campbell.

The plaintiff demands of the defendant the sum of nine pounds, ten shillings and fourpence, due for his promissory note.

The defendant being duly called made default.

The plaintiff having filed the said note, and the Court having examined the same, likewise considered the default of the defendant, do order and adjudge that the plaintiff shall recover of the defendant the said sum of nine pounds, ten shillings and fourpence, with costs eleven shillings and twopence.

Peter Clark  
vs.  
Jno. Howell.

The plaintiff demands of the defendant the sum of ten pounds, four shillings and sevenpence currency, due for his several promissory notes.



The defendant being duly called made default.

The plaintiff having filed the said notes the Court have examined the same, and considered the default of the defendant the sum of ten pounds, four shillings and sevenpence, with costs taxed at fourteen shillings and twopence.

The plaintiff demands of the defendant the sum of two pounds, seven shillings and fivepence, due for his note.

The defendant being duly called made default.

The Court having examined the said notes and considered the default of the defendant, do order that the plaintiff may recover the sum of two pounds, seven shillings and fivepence, with costs twelve shillings and eightpence currency.

Peter Clark  
vs.  
Jno. Connor.

The plaintiff demands of the defendant the sum of eight pounds, four shillings and twopence currency, for amount of account.

Peter Clark  
vs.  
John Trompour.

On motion of the plaintiff the Court do order that this cause may be tried on Saturday, the tenth day of September next.

The plaintiff demands of the defendant the sum of one pound, fifteen shillings and sixpence currency, due for amount of account.

Peter Clark  
vs.  
Simon J. Coles.

The defendant does not appear. On motion of the plaintiff the Court do order that this cause may be tried on Saturday, the tenth day of September next.

The plaintiff demands of the defendant the sum of one pound, six shillings and fourpence, due for account.

The defendant does not appear.

On motion of the plaintiff the Court do order that this cause may be tried on the 10th September next.

Adjourned until Saturday next.

Peter Clark  
vs.  
Joseph Carnahan.

#### SATURDAY, 3rd SEPTEMBER, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

All differences and claims between the parties having been submitted to arbitration, the judgment previously obtained by the defendant against the plaintiff is hereby included.

The Court do therefore consider that the plaintiff shall recover of the defendant the sum of twenty-one shillings

Georgeon  
vs.  
Muir.  
(From Saturday last.)

and twopence for damages and costs of suit, taxed at eleven shillings and twopence.

Costs paid by the defendant.

Peter Clark  
vs.  
Richard Ferguson.

The plaintiff demands of the defendant the sum of four pounds, five shillings and one penny currency, due for his promissory note.

The defendant being duly called made default.

The Court having duly examined the said promissory note filed by the plaintiff and considered the default of the defendant, do order and adjudge that the plaintiff shall recover of the defendant the sum of four pounds, five shillings and one penny for his debt, and twelve shillings and sixpence costs.

Thom's. Sparham  
vs.  
John Thorn.  
(From Saturday last.)

The Court having fully heard the parties, likewise the evidence in this cause, do consider that the plaintiff shall recover of the defendant the sum of one pound, fifteen shillings for his canoe and chain, and costs taxed at fourteen shillings and twopence.

Debt and costs paid in court.

John Edgar  
vs.  
John Connor.

The plaintiff demands of the defendant the sum of five pounds, ten shillings currency, due for amount of account.

The parties having filed their several accounts, the Court will take time to examine the same, and do order that the parties may appear the first Saturday in the month of October next.

Edward Hicks  
vs.  
John Vogely.  
(From Saturday, 20th May, last.)

Peter Clark appears for the plaintiff and filed the award of Daniel Wright, Esq., in this cause, dated the eleventh day of June, and prays the Court to give judgment.

The Court having duly examined the said award do consider that the plaintiff shall recover of the said defendant the sum of one pound, seven shillings and tenpence currency, with costs at taxed at twelve shillings and twopence.

Adjourned until Saturday next.

SATURDAY, 10th SEPTEMBER, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

Joseph Allen  
vs.  
Michel Criderman.

The plaintiff demands of the defendant the sum of five pounds currency, due for amount of account.

The Court having heard the parties, it appears that the defendant is indebted to the plaintiff the sum of two pounds, eight shillings and twopence. It is therefore considered that the plaintiff shall recover of defendant the sum of two pounds, eight shillings and twopence currency, with costs taxed at eleven shillings and twopence.

The plaintiff demands of the defendant the sum of five pounds currency, due for amount of account.

Joseph Allen  
vs.  
Tim'y Prindle.

The Court having heard the parties it appears that the defendant is justly indebted to the plaintiff the sum of one pound, six shillings and threepence, and the defendant acknowledges the same. It is therefore considered that the plaintiff shall recover of the defendant the said sum with eleven shillings and twopence costs.

The plaintiff demands of the defendant the sum of ten pounds currency, due for amount of account.

Joseph Allen  
vs.  
Joseph Carnahan.

The defendant was duly called and made default.

The plaintiff made oath that he has duly served a true copy of the original summons on the defendant.

The Court having duly examined the several exhibits filed by the plaintiff, and the plaintiff having been duly sworn to answer the Court relative to his demand against the defendant, it is considered that the plaintiff shall recover of the defendant the sum of seven pounds, nine shillings for his debt, and thirteen shillings and twopence costs.

The plaintiff demands of the defendant the sum of seven pounds, ten shillings currency, due for his promissory notes.

Joseph Allen  
vs.  
John Curnard.

The defendant being called did not appear.

It appears by the evidence of Timothy Prindle that the defendant could not attend, being sick.

The Court do therefore order that this cause may be tried on Saturday, the first day of October next.

The plaintiff demands of the defendant the sum of fifteen shillings currency, due for detaining a bear skin, the property of the plaintiff.

Michel Conlin  
vs.  
Charles Ouillette.

The Court having fully heard the parties, it does not appear that the plaintiff has any cause of action against the defendant, therefore consider that the plaintiff shall pay costs, taxed at eleven shillings and twopence.

Peter Clark appears for the defendant and informs the Court by writing from the arbitrators in this cause, that one of the said arbitrators is sick and not able to do any

Alex'r Simpson  
vs.  
William Cadman.  
(From Saturday,  
27th August, last.)



business, therefore prays that time may be allowed them until Saturday, the first of October next, to give in their award.

The Court do order that time may be allowed as prayed.

Peter Clark  
vs.  
John Trompour.  
(From 27th  
August last.)

The plaintiff appears in person and filed the defendant's written obligation for the sum demanded in this declaration, likewise a copy of the notice of trial duly certified, and prays that judgment may be given in this cause.

The defendant being duly called made default.

The Court having observed the several exhibits filed in this cause do consider that the plaintiff shall recover of the defendant the sum of eight pounds, four shillings and two-pence for his debt, and sixteen shillings costs.

Peter Clark  
vs.  
Gasper Bower.

The plaintiff demands of the defendant the sum of six pounds, five shillings due for his promissory note, bearing date the first June last, and filed this said note.

The defendant being duly called made default.

The Court having duly examined the said note filed by the plaintiff do consider that the plaintiff shall recover of the defendant the sum of six pounds, five shillings currency, due for said note, and fifteen shillings and two-pence costs.

Adjourned until Saturday, first of October next.

(Memo.—Account of fees carried to account dated the 30th September.)

#### SATURDAY, 1st OCTOBER, 1791.

The Court met pursuant to adjournment.

Present: The three Judges.

John Edgar  
vs.  
John Connor.  
(From Saturday  
last.)

The plaintiff appears in person. The defendant also appears in person.

The Court having fully heard the parties, it appears that the defendant is indebted to the plaintiff the sum of two pounds currency. The Court do therefore consider that the plaintiff shall recover the same, with costs taxed at .....

James Clark, Jun.,  
vs.  
Amos Ainsley.

The plaintiff demands of the defendant the sum of six pounds, seven shillings and tenpence currency, due for his promissory note with interest, and the said note and account was filed.

The defendant being duly called made default.

The Court having examined the said exhibits filed, do consider that the plaintiff shall recover of the defendant the sum of six pounds, seven shillings and tenpence currency for said note, and costs taxed at twelve shillings and tenpence.

Adjourned until Saturday next.

SATURDAY, 8th OCTOBER, 1791.

Present: Richard Cartwright and Neil McLean, Esquires.

The plaintiff demands of the defendant the sum of five pounds, ten shillings, due for amount of account.

The defendant being called made default.

The plaintiff is not prepared to satisfy the Court that the defendant is indebted to him in manner as set forth in his declaration. It is therefore considered that this action be dismissed, and that the plaintiff do pay costs taxed at eleven shillings and twopence.

The Court adjourned to Saturday next.

Timothy Prindle  
vs.  
Joseph Allen,  
curator to the  
estate of Pat<sup>k</sup>  
Kelly, deceased.

SATURDAY, 15th OCTOBER, 1791.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., Neil McLean, and Hector McLean, Esquires.

The plaintiff appears by Mr. McKay and demands of the defendant the sum of two pounds, six shillings and threepence, due for his promissory note.

The defendant being duly called made default.

The Court having examined the said note filed, it is considered that the plaintiff shall recover of the defendant the said sum of two pounds, six shillings and threepence currency, with costs taxed at seventeen shillings and twopence.

Alex<sup>r</sup> Clark  
vs.  
Jacob Carpenter.

The plaintiff demands of the defendant the sum of seven pounds, five shillings and threepence currency, due for balance of account.

The Court having fully heard the parties, likewise the evidence on this cause, it is considered that the plaintiff has no ground of action against the defendant as stated in his declaration, therefore order that the defendant be dismissed and that the plaintiff pay costs, taxed at twelve shillings and twopence.

Elijah Grooms  
vs.  
Peter Clark.

SATURDAY, THE 22nd OCTOBER, 1791.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

No business.

The Clerk being unwell, the Sheriff attended for him, by permission.

SATURDAY, 29th OCTOBER, 1791.

Present: The Honourables R. Cartwright and Neil McLean, Esquires.

James Clark  
vs.  
Peter Losson.

The plaintiff demands of the defendant the sum of one pound, eleven shillings and fivepence halfpenny, Halifax currency, due for amount of account and interest.

James Clark, Jun., appears as attorney for the plaintiff, the defendant being duly called does not appear, and there being sufficient proof on oath that he hath been duly summoned, the Court having examined the plaintiff's demand, do consider that he do recover the aforesaid sum of one pound, eleven shillings and fivepence halfpenny, with costs of suit taxed at thirteen shillings and tenpence.

James Clark  
vs.  
Thomas Dempsey.

The plaintiff demands of the defendant the sum of one pound, nine shillings and fourpence halfpenny, Halifax currency, due for amount of an account with interest thereon calculated.

James Clarke, Jun., appears as attorney for the plaintiff, the defendant being duly called does not appear, and there being due proof on affidavit that the summons was regularly served, the Court having examined the plaintiff's demand, do consider that he do recover of the defendant the sum of one pound, seven shillings and ninepence, with costs of suit taxed at thirteen shillings and tenpence.

James Clark  
vs.  
Johann Lott.

The plaintiff demands of the defendant the sum of one pound, fourteen shillings and sixpence currency, due for damages in the non-payment of wheat.

James Clarke, Jun., appears as attorney for the plaintiff, the defendant being called, Leonard Soper appears and files power of attorney, and says that no proceedings ought to be had in this cause, the summons being served on a Sunday, which, appearing by the oath of said Soper to be in fact the case, the Court do consider that the suit be dismissed with costs.



The defendant before the rising of the Court appears and informs the Court that it was not in his power to appear earlier, having been disappointed in crossing the ferry; it is therefore considered that this cause be reheard. The defendant produced against the plaintiff an account for work to amount of one pound, eleven shillings and sixpence and attests thereto, and there appearing to be nothing due to the plaintiff by the defendant it is considered that the suit be dismissed with costs.

James Clarke  
vs.  
Peter Lawson.

The plaintiff demands of the defendant the sum of one pound, eighteen shillings and sixpence currency, due for balance of account and interest.

James Clarke  
vs.  
Leonard Soper.

James Clarke, Jun., appears on behalf of the plaintiff, the defendant appears in person, and says that he received 440 lbs. flour as stated in the account, but that this was given him in payment of an order of Robert Clarke, Esq., for two pounds, fifteen shillings, which order expressed that said sum should be paid in flour, and that he is not indebted to the plaintiff; and the plaintiff not having any proof to sustain his demand, it is considered that this suit be dismissed.

The Court adjourned till Saturday next.\*

#### SATURDAY, THE 5th NOVEMBER, 1791.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean, Esquires.

No business.

The Court adjourn till Saturday next.

#### SATURDAY, 12th NOVEMBER, 1791.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

No business.

Adjourned to Saturday next.

#### SATURDAY, 19th NOVEMBER, 1791.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

No business.

Adjourned to Saturday next.

## SATURDAY, 26th NOVEMBER, 1791.

Present: The Honourable Richard Cartwright, Jun., Esq.

No business.

Adjourned to Saturday next.

## SATURDAY, 3rd DECEMBER, 1791.

Present: Richard Cartwright, Jun., Esq.

No business.

Adjourned to Saturday next.

## SATURDAY, 10th DECEMBER, 1791.

Present: The Honourable Richard Cartwright, Jun., Esq.

No business.

Adjourned to Saturday next.

## SATURDAY, THE 17th DECEMBER, 1791.

Present: The Honourable Hector McLean, Esq.

Richard  
Cartwright  
vs.  
Archibald  
Thomson and  
John Ferguson.

The plaintiff complains of the defendant for taking away a cupboard or beaufet, from a dwelling-house, his property, and of which the said Archibald Thompson was tenant, without the knowledge or permission of him, the said plaintiff; whereby he hath sustained damage to the value of ten pounds currency.

On motion of the defendant it is ordered that this cause be tried on Saturday next, and that the parties shall then appear in this court.

Adjourned to Saturday next, the 24th inst.

## SATURDAY, 24th DECEMBER, 1791.

Present: The Honourable Hector McLean, Esq.

Richard Cart-  
wright, Jun.,  
vs.  
Archibald  
Thomson  
and John  
Ferguson.  
(From last  
adjournment.)

The plaintiff appears in person. Archibald Thomson also appears for himself and John Ferguson and filed warrant of attorney.

The parties having this day been fully heard in this cause, it is considered that the plaintiff do recover of the defendants the sum of ten pounds currency for his dam-

ages, and cost of suit taxed at thirteen shillings and twopence.

Adjourned to Saturday, 21st January, 1792.

DISTRICT OF MECKLENBURG, KINGSTON.

COURT OF C. P.

SATURDAY, THE 21st JANUARY, 1792.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Jun., Esq.

No business.

Adjourned to Saturday next.

SATURDAY, THE 20th JANUARY, 1792.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

No business.

SATURDAY, 11th FEBRUARY, 1792.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

The plaintiff demands of the defendant the sum of ten pounds, nine shillings and eightpence currency, due for promissory note.

Stephen Burrett  
vs.  
Rich'd Ferguson.

Ichobad Hawley appears for the plaintiff by power of attorney duly authenticated; the defendant being duly called made default. The said Ic. Hawley produced the defendant's note payable to Alexander Schut or order, bearing date the 26th day of July, 1787, endorsed by the said Schut and Griggs. It therefore appearing to the Court that the defendant has been duly summoned, and they well-knowing the defendant's signature, they do order that the plaintiff do recover the aforesaid sum, with costs taxed at nineteen shillings and twopence.

SATURDAY, 25th FEBRUARY, 1792.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean, Esquires.

The plaintiff appears in person and demands of the defendant the sum of one pound currency, for damages sustained by the plaintiff's not receiving wheat according to agreement.

Joseph Pritchard  
vs.  
William Lounsberry.



The defendant was called and does not appear.

The plaintiff produces the defendant's note for two bushels wheat, dated the 15th October, 1790. It is considered by the Court that the plaintiff shall recover of the defendant the sum of fifteen shillings for his debt and with costs taxed at one pound four shillings.

Alexander Simpson  
vs.  
David Palmer.

The plaintiff appears in person and demands of the defendant the sum of eight pounds, three shillings currency, due for amount of account.

The defendant also appears in person.

The Court having fully heard the parties, likewise their respective evidence, it appears that the defendant is justly indebted to the plaintiff the sum of four pounds, ten shillings. It is therefore considered that the plaintiff shall recover of the defendant the said sum of four pounds, ten shillings for his debt, with one pound three shillings and twopence costs.

Adjourned to Saturday next.

SATURDAY, THE 3rd MARCH, 1792.

Present: Richard Cartwright and Neil McLean, Esquires.

John Connor, of Marysburg, yeoman, having filed a complaint against the Clerk of this court for overcharges of fees, and the judges having duly inquired into the same, are of opinion that the said complaint is groundless.

SATURDAY, THE 10th OF MARCH, 1792.

Present: The Honourable Richard Cartwright, Jun., Esq.

John Armstrong  
vs.  
John Mabery.

The plaintiff demands of the defendant the sum of five pounds, three shillings and eightpence currency, due for his promissory note.

The defendant does not appear.

The plaintiff appears in person and produced a note signed by the defendant, but having neglected to bring the necessary proofs.....

It is ordered that the action be dismissed with costs, taxed at ten shillings and twopence.

Solomon Ball  
vs.  
John Howard, Jun.

The plaintiff appears in person and demands of the defendant the sum of three pounds, seven shillings currency.

The defendant being called does not appear.

Upon examining the summons issued in this cause it appears that the same is not signed by any of the judges, it is considered that no proceedings can be had thereon, the Court therefore order the suit to be dismissed with costs.

Adjourned until Saturday the 7th of April next.

SATURDAY, THE 7th DAY OF APRIL, 1792.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean, Esquires.

The plaintiff appears in person and filed award of Nicholas Hagerman and Paul Tompson, arbitrators, mutually chosen by the parties and appointed by the Court to determine this cause, and the said plaintiff prays that the Court will give judgment thereon.

Timothy Prindle  
vs.  
Joseph Allen,  
curator to the  
estate of Pat'k  
Kelly, deceased.

It is ordered by the Court that the defendant may appear in this court on Saturday next, and show cause, if any he hath, why judgment should not be given on the said award.

The plaintiff appears in person and demands of the defendant the sum of two pounds, ten shillings, due for hay, sold and delivered him at different times.

Jacob Dimond  
vs.  
Thomas Richardson.

The defendant was duly called and does not appear.

On motion of the Court it is ordered that this cause may be tried on Saturday, the twenty-first day of April inst.

Adjourned to Saturday next.

SATURDAY, THE 14th DAY OF APRIL, 1792.

The Court met.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean, Esquires.

The plaintiff appears in person and filed copy of notice served on the defendant.

The defendant also appears in person and saith that he has no money or property in his hands belonging to the said estate wherewith to satisfy the said award, and exhibits several accounts to prove it.

The Court having examined the several exhibits produced by the defendant, it appears that the said defendant has sold three hundred acres of land, of which there is

Timothy Prindle  
vs.  
Joseph Allen,  
curator to the  
estate of Pat'k  
Kelly.  
(From Saturday  
last.)

about fifteen or twenty acres improved, for the sum of twelve pounds, seven shillings and sixpence, and that the defendant was the purchaser, the Court do not consider that the sale of the said land was regular or legal, and that the said sum is not near the real value, and are of opinion that the defendant has sufficient property in his hands to satisfy the said award. They do therefore order and adjudge that the plaintiff shall recover of the defendant the sum of three pounds, nineteen shillings and ninepence for the said award, together with one pound, fifteen shillings costs.

Barnabas Day  
vs.  
Solomon Orser.

The plaintiff appears in person and demands of the defendant the sum of one pound, seven shillings and twopence, due for amount of account.

The Court having fully heard the parties, it is considered that the plaintiff shall recover of the defendant the sum of nine shillings and eightpence for his debt, and twelve shillings and tenpence costs.

Amos Ainley  
vs.  
Archibald  
Fairfield.

The plaintiff appears in person and demands of the defendant the sum of six pounds, five shillings and tenpence currency, due for amount of account.

By consent of parties it is ordered that the matter in dispute shall be submitted to the determination of James Robins and Joseph Forsyth, arbitrators between the said parties, and their award may be ready to be delivered in writing in fourteen days hence.

Adjourned to Saturday next.

SATURDAY, THE 21st APRIL, 1792.

The Court met.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

No business.

Adjourned to Saturday next.

SATURDAY, THE 28th APRIL, 1792.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean, Esquires.

Robert Askew  
vs.  
John Edgar.

The plaintiff appears in person and demands of the defendant the sum of two pounds currency, due for amount of account.

By consent of parties it is ordered that this action may be tried on Saturday next.



The plaintiff appears in person and informs the Court that whereas he did obtain an order of this Court to have this action determined by Daniel Wright, Esq., by consent of parties, and the said D. Wright being unwell the matter yet remains yet undetermined, the plaintiff therefore prays that the defendant may be ordered to appear in this Court on Saturday, the 12th day of May next, and show cause, if any he hath, why this cause should not be further proceeded in according to law.

It is ordered that the defendant may appear as prayed.

Hen'y Smith  
vs.  
Joseph Allen.

The plaintiff appears and says that the persons named as arbitrators in this cause have declined proceeding thereon, therefore prays the Court to give judgment.

Amos Ainsley  
vs.  
Arch'd Fairfield.  
(From the 14th  
inst.)

Part of the plaintiff's claim being for seducing or enticing away his dog, the Court consider as improperly classed with matters of account, and therefore take no cognizance of the matter in the present suit; another item of the plaintiff's demand is for damage in abusing his kitchen by putting horses therein, though he was allowed only the use of it for cooking, etc., but as the plaintiff brings no proof of any actual damage, the Court cannot presume any, and as striking out of this article brings the plaintiff's demand below what he acknowledges himself to be the just demand of the defendant against him, the Court therefore dismiss the suit.

The plaintiff appears in person and demands of the defendant the sum of one pound, twelve shillings and sevenpence halfpenny currency, due for amount of account.

The defendant was called and does not appear.

The plaintiff having filed his account and duly attested the same it is considered that the plaintiff shall recover of the defendant the sum of one pound, twelve shillings and sevenpence halfpenny for his debt, and seventeen shillings and twopence costs.

Adjourned to Saturday next.

Christopher  
Georgen  
vs.  
Guysbact Sharp.

#### SATURDAY, THE 5th MAY, 1792.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean, Esquires.

No business.

Adjourned until Saturday next.

SATURDAY, 12th MAY, 1792.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

Edward Hicks  
vs.  
William Crawford,  
curator of the  
estate of W. R.  
Crawford.

The plaintiff appears in person and demands of the defendant the sum of one pound, three shillings and fourpence currency for amount of account.

The defendant was called and made default.

On motion of the plaintiff it is ordered that this cause may be tried on Saturday, the twenty-sixth instant.

Joseph Forsyth  
vs.  
Moses Simmon.

The plaintiff appears in person and demands of the defendant the sum of six pounds, six shillings and twopence halfpenny, due for amount of account.

The defendant was called and does not appear.

The plaintiff filed and attested his account against the defendant for the said sum of six pounds, six shillings and twopence halfpenny currency, it is therefore considered that the plaintiff shall recover of the defendant the said sum, with costs taxed at nineteen shillings and twopence.

Peter Clark  
vs.  
David Hogan.

The plaintiff demands of the defendant the sum of eighteen shillings and elevenpence currency, due for his order on Joseph Allen.

The Court having fully heard the parties, it appears that the said order on Joseph Allen is payable to John Connor and not transferable, it is therefore considered that the plaintiff hath no grounds for action against the defendant.

Adjourned until Saturday next.

SATURDAY, 19th MAY, 1792.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

Robert Kerr  
vs.  
Henry Younge,  
Jun.

John Ferguson appears for the plaintiff and filed a general power of attorney from this plaintiff, and demands of the defendant the sum of three pounds, one shilling and threepence, due for his promissory note.

The defendant was called and made default.

The plaintiff filed the defendant's note for the sum aforesaid, and prays time until next Saturday to procure evidence to prove the authenticity of said note.

John Ferguson appears for the plaintiff and demands of the said defendant the sum of one pound, four shillings and ninepence currency, due for his promissory note.

The defendant was called and made default.

The plaintiff produced and filed the said note, and prays time until next Saturday to prove the authenticity of the same.

Ordered that the plaintiff may be allowed time as prayed.

Robert Kerr  
vs.  
Andrew Rickley.

The plaintiff appears in person and demands of the defendant the sum of nine shillings and ninepence currency, due for amount of account.

The defendant was called and made default.

The plaintiff produces of the said account and proof of the same being due, it is therefore considered that the plaintiff shall recover of the defendant the sum of nine shillings and ninepence currency for his said account, and twelve shillings and twopence costs.

Adjourned to Saturday next.

John Dubury  
vs.  
William Bone.

SATURDAY, 26th MAY, 1792.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean, Esquires.

The plaintiff appears and prays that this cause may be ordered for trial on Saturday, the ninth day of June next.

Ordered accordingly.

Kerr  
vs.  
Young.

John Ferguson appears for the plaintiff and demands of the defendant the sum of two pounds currency, due for this order on Messrs. Macaulay and Markland, unpaid.

John Connor appears for the defendant and prays that the cause may be ordered for trial on Saturday next.

It is ordered accordingly.

Robert Kerr, Esq.,  
vs.  
Daniel McMullan.

The plaintiff appears in person.

The defendant also appears in person, pursuant to rule of Court of Saturday, the twelfth instant.

The Court having fully heard the parties, likewise the evidence for the plaintiff, and it does not appear that the defendant is indebted to the plaintiff, therefore order that this cause shall be dismissed with costs.

Adjourned to Saturday next.

Edward Hicks  
vs.  
William Crawford,  
curator to the  
estate of  
W. R. Crawford.  
(From the 12th  
inst.)



## SATURDAY, THE 2nd JUNE, 1792.

Present: The Honourables Richard Cartwright, Jun.,  
and Neil McLean, Esquires.

No business.

Adjourned till Saturday next.

## SATURDAY, THE 9th DAY OF JUNE, 1792.

The Court met pursuant to adjournment.

Present: The Honourables Richard Cartwright, Jun.,  
and Neil McLean, Esquires.

Robert Kerr  
vs.  
Daniel McMullan.  
(From the 26th  
May.)

The plaintiff appears and filed the defendant's order for the sum demanded in his declaration.

The defendant was called and does not appear.

The Court do therefore consider that the plaintiff shall recover of the defendant the sum of two pounds, with costs taxed at eleven shillings and twopence.

Solomon Orser  
vs.  
Barnabas Day.

The plaintiff appears in person and demands of the defendant the sum of nineteen shillings and sixpence due for amount of account.

The defendant also appears in person and saith that he is not indebted to the plaintiff.

It appears to the Court that the plaintiff hath not any ground of action, it is therefore considered that the defendant be dismissed.

John Kinlaid  
vs.  
Samuel Thomson.

The plaintiff appears in person and demands of the defendant the sum of ten pounds, two shillings and sixpence currency, due for amount of account.

Richard Cartwright, Sen., appears for the defendant and produces his warrant of attorney.

The Court having fully heard the parties, likewise examined James Latham and Thomas Sparham, Esquires, surgeons, upon oath, respecting the value of medicine charged in the account produced by the plaintiff, and the Court not being prepared to give their judgment will take time to deliberate.

Adjourned until Saturday next.

## SATURDAY, THE 16th JUNE, 1792.

The Court met.

Present: The Honourables Richard Cartwright, Jun.,  
and Neil McLean, Esquires.

The plaintiff demands of the defendant the sum of ten pounds, Halifax currency, or to return to him, the said plaintiff, a bull he, the defendant, unjustly detains from him.

James Clark, Sen.,  
late of Kingston,  
by his attorney,  
Jas. Clark, Jun.,  
plaintiff,  
vs.  
Mich'l Grass,  
defendant.

The Court having fully heard the parties, likewise their respective evidence, it appears that the plaintiff hath no just grounds of action against the defendant, it is therefore considered that the defendant be dismissed.

William Schockensee was sworn in the above action, and declared that the defendant told him that the Honourable Judge Cartwright had advised him to detain the said bull until he was fully paid the damages sustained. The Honourable Judge declined giving any opinion in this cause.

The Court having considered the argument of the parties, likewise the evidence in this cause,

It is considered that the plaintiff shall recover of the defendant the sum of four pounds, with costs.

John Kinlaid  
vs.  
Sam'l Thomson.  
(From last  
Saturday.)

The plaintiff demands of the defendant the sum of five pounds currency, due for damages sustained for a breach of agreement.

John Connor  
vs.  
John MacBean.

The Court having fully heard the parties, it does not appear that the plaintiff hath sustained any damage as set forth in his declaration. It is therefore considered that the defendant be dismissed.

Adjourned till Saturday next.

SATURDAY, THE 23rd JUNE, 1792.

The Court met.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean, Esquires.

The plaintiff appears in person and demands of the defendant the sum of eight pounds currency, five pounds for a breach of agreement, and three pounds for damages and evidence charge.

John MacBean  
vs.  
John Connor.

The defendant appears in person and prays time may be allowed to produce his evidence.

By consent of parties it is ordered that the matter in dispute shall be heard and determined by William Harrison, Jun., and Donald McIntosh, and that their award may be ready to be delivered in writing in fourteen days from this date, and provided the said arbitrators shall not agree upon before that time the matter shall then be determined by an umpire chosen by the said arbitrators.

Adjourned to Saturday next.

## SATURDAY, THE 25th AUGUST, 1792.

The Court met.

Present: The Honourables Neil McLean and Hector McLean, Esquires.

No business.

The Court adjourned until Saturday next.

## SATURDAY, 1st SEPTEMBER, 1792.

The Court met pursuant to adjournment.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

No business.

The Court adjourned till Saturday, the 15th instant.

## SATURDAY, THE 15th SEPTEMBER, 1792.

The Court met.

Present: The Honourable Neil McLean, Esq.

Thomas Dorland  
vs.  
James Bradshaw

The plaintiff appears in person and demands of the defendant the sum of eight pounds, ten shillings, with interest, for sundry merchandises delivered him.

The defendant made default.

On motion of the plaintiff it is ordered that this cause be tried on the first Saturday in the month of October next.

Thomas Dorland  
vs.  
Simon Snyder.

The plaintiff appears in person and demands of the defendant the sum of seven pounds, eleven shillings and one penny halfpenny, due to the plaintiff, for so much awarded him by the arbitration of Hazleton Spencer and Peter Vanalstine, arbitrators mutually chosen by the said parties.

The defendant being duly called made default.

The plaintiff having produced the said award, duly subscribed by the arbitrators aforesaid, and no objections being made to the legality thereof, it is considered that the plaintiff shall recover of the defendant the sum of seven pounds, eleven shillings and one penny halfpenny for said award, together with costs of suit taxed at .....

Allen Patterson  
vs.  
Jacob Sypis.

The plaintiff appears by Thomas Markland, his attorney, and demands of the defendant the sum of two pounds currency, due for merchandise.



The plaintiff, not having his evidence present, prays to withdraw the suit, which is dismissed accordingly, with costs taxed at eleven shillings and twopence.

Adjourned until Saturday, the sixth day of October next.

SATURDAY, 6th OCTOBER, 1792.

The Court met pursuant to adjournment.

Present: The Honourable Neil McLean, Esq.

No business.

Adjourned until Saturday next.

SATURDAY, 13th OCTOBER, 1792.

The Court met.

Present: The Honourable Neil McLean, Esquire.

No business.

Adjourned until Saturday next, the twentieth instant.

SATURDAY, 20th OCTOBER, 1792.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

The plaintiff appears in person and demands of the defendant the sum of thirteen shillings and sixpence, due for a book account.

Barnabas Day  
vs.  
Paul Trompour.

On petition from the defendant, it is ordered that this cause may be tried on Saturday, the tenth of November next.

The plaintiff appears in person and demands of the defendant the sum of sixteen shillings and fourpence, due for amount of account.

Barnabas Day  
vs.  
Joseph Allen.

The defendant being duly called made default.

The plaintiff having attested the said account, it is considered that he shall recover of the defendant the sum of sixteen shillings and fourpence for his debt, and one pound, five shillings and twopence for costs.

Adjourned until Saturday next.

SATURDAY, 27th OCTOBER, 1792.

The Court met.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean, Esquires.

Barnabas Day  
vs.  
Joseph Conklin.

The plaintiff appears in person and demands of the defendant the sum of one pound, three shillings and sixpence for a book account.

On petition from the defendant, it is ordered that this cause may be tried on Saturday, the 10th November next.

Titus Simons  
vs.  
John Howard.

The plaintiff appears in person and demands of the defendant the sum of five pounds currency, due for a certain written obligation unpaid.

The defendant being duly called made default.

The plaintiff produced an order drawn by the defendant on Peter Vanalstine, but there being no proof to the signature of the said order, it is considered that the suit be dismissed with costs, taxed at sixteen shillings and twopence.

The Court adjourned until Saturday, the tenth of November.

#### SATURDAY, 10th NOVEMBER, 1792.

Barnabas Day  
vs.  
Paul Trompou.  
(From 20th  
October.)

The plaintiff appears in person.

The defendant also appears in person.

The Court having fully heard the parties, it is considered that the plaintiff shall recover of the defendant the sum of thirteen shillings and sixpence, with costs taxed at twenty-one shillings and twopence.

Barnabas Day  
vs.  
Joseph Conklin.  
(From 27th  
October.)

The plaintiff appears in person, and the defendant being called made default.

The plaintiff having produced the defendant's note for the sum demanded in his declaration, it is considered that the plaintiff shall recover of the defendant the sum of one pound, three shillings and sixpence for said note, together with one pound, two shillings and twopence costs.

Adjourned until Saturday next.

#### SATURDAY, 17th NOVEMBER, 1792.

The Court met.

Present: The Honourables Richard Cartwright, Jun., and Neil McLean.

No business.

Adjourned until Saturday next.

#### SATURDAY, 24th NOVEMBER, 1792.

The Court met.

Present: Richard Cartwright, Jun., and Neil McLean, Esquires.

No business.

Adjourned until Saturday, 8th December, next.

SATURDAY, 14th DECEMBER, 1792.

Present: R. Cartwright, Jun., and Neil McLean, Esquires.

No business.

Adjourned to Saturday, 22nd inst.

SATURDAY, 22nd DECEMBER, 1792.

The Court met pursuant to adjournment.

Present: The Honourables R. Cartwright, Jun., and Neil McLean, Esquires.

The plaintiff appears in person and demands of the defendant the sum of eighteen shillings currency, due for nine bushels of oats, sold and delivered him.

Solomon Orser  
vs.  
Hector McLean,  
Esq.

The plaintiff also appears in person.

The Court having fully heard the parties it appears that the said oats were the property of Seth Stephen, deceased, and that the said plaintiff hath no right or title to sue for the same; the Court therefore consider that this action be dismissed with costs, taxed at . . . . .

DISTRICT OF LUNEBURG: COURT OF COMMON PLEAS.

Justices' Commission of the Court of Common Pleas for the District of Lunenburg.

Dorchester, G.

George the Third, by the grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, and so forth. To our trusty and well beloved Richard Duncan, Edward Jessup, and Alexander McDonell, Esquires, and to all whom these presents shall come to or may concern. Greeting. Know ye that we have taken into our Royal Consideration the loyalty, integrity, and ability of you, the said Richard Duncan, Edward Jessup, and Alexander McDonell. And of Our special grace, certain knowledge and meer motion, have assigned, constituted and appointed, and by these presents do assign, constitute and appoint you, the said Richard Duncan, Our first Justice, and the said Edward Jessup Our second Justice, and you, the said



Alexander McDonell, Our third Justice of Our Court of Common Pleas, of and in Our District of Luneburg, in Our Province of Quebec. Giving and by these presents granting unto you the authorities and powers in the said district to the offices and places of the Justice and Justices of the Common Pleas of any District of Our said Province belonging, and to proceed in the exercise thereof at such times, places, and terms, and in such course and manner as hath been heretofore directed for the Districts of Quebec and Montreal, or either of them, and as may be found necessary or most conducive to the ease and convenience of the inhabitants of the said District of Luneburg, and according to the laws of our said Province. To have, hold, exercise and enjoy the said several offices of Justices of Our said Court of Common Pleas to you respectively, for and during Our pleasure, and your residence, within Our said District of Luneburg respectively; together with all and singular the rights, profits, privileges, and emoluments, which unto the office respectively belong and appertain, or of right ought to belong and appertain. In Testimony whereof, We have caused these Our Letters to be made patent and the Great Seal of Our said Province of Quebec to be thereunto affixed, and the same to be recorded in one of the Books of Patents, in our Registers Office of Enrollment of Our said Province remaining. Witness Our Trusty and Well-beloved Guy Lord Dorchester, Our Captain General and Governor in Chief of Our said Province, at our Castle of Saint Lewis, in Our City of Quebec, this twenty-fourth day of July, in the year of Our Lord, one thousand seven hundred and eighty-eight, and of Our Reign the twenty-eighth.

(Signed)

D. G.

Geo. Pownall, Sec.

Dorchester, G.

George the Third, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, and so forth. To Jacob Farrand, Esquire, and to all whom these Our present Letters shall come to or may concern. Greeting. Know ye, that reposing trust and confidence in the loyalty, integrity and ability of you, the said Jacob Farrand, of Our special grace, certain knowledge and meer motion, We have assigned, constituted, and appointed, and by these presents do assign, constitute and appoint you, the said Jacob Farrand, to be Clerk of Our Court of Common Pleas for the District of Luneburg. And also Clerk of the Peace and of Our Sessions of the Peace for the said District of Luneburg,

in Our Province of Quebec. To have, hold, exercise and enjoy the said offices and places of Clerk of Our said Court of Common Pleas and Clerk of the Peace, and of Our Sessions of the Peace for and during Our pleasure and your residence within Our said District; together with all and singular the rights, profits, privileges, and emoluments, which unto the said offices and places, or either of them, belong and appertain, or of right ought to belong and appertain. In testimony whereof We have caused these Our Letters to be made patent, and the Great Seal of Our said Province of Quebec to be thereunto affixed, and the same to be recorded in one of the Books of Patents in Our Registers Office of Enrollments in Our said Province remaining. Witness Our Trusty and Well-beloved Guy Lord Dorchester, Our Captain General and Governor in Chief of Our said Province, at Our Castle of St. Lewis, in Our City of Quebec, this twenty-fourth day of July, in the year of our Lord one thousand seven hundred and eighty-eight, and of Our Reign the twenty-eighth.

(Signed) D.G.

Geo. Pownall, Sec.

WEDNESDAY, 7th JANUARY, 1789.

COURT OF COMMON PLEAS, for the District of Lunenburg, at Cornwall, 7th January, 1789.

Present: The Honourable Richard Duncan and Alexander McDonell, Esquires.

The Sheriff returned the writ.

The plaintiff appears and filed declaration.

Donald McLeod

vs.

Kenneth McDonell.

The defendant appears and says in his plea, that he did say that the plaintiff had been the cause and means of the death of fifty of His Majesty's loyal subjects, but denies that he said it was during the plaintiff's residence in the City of Albany.

Katherine McGilvray, of Charlottenburg, being duly sworn to give evidence in this cause, saith that she knew the plaintiff in Albany some time after the peace in the year eighty-three, and that he then bore the character of a rebell and would not be trusted by the friends of the Government, and she heard some say that he had deserted from a scout of the British troops, and gave the counter sign to the enemy, in consequence of which they were betrayed.

The plaintiff asked the deponent what reason she had for giving him so bad a character.

Answer.—From her having heard him say that he wished that Great Britain might not succeed in reducing the rebels, and that she might depend upon never seeing her friends that were embarked in the cause of Government.

Question by the Plaintiff: Were there any persons present at the above conversation?

Answer.—There were, but they are not in this country.

Question.—Whether she knew any person who he had betrayed, distressed, or caused to be put in prison?

Answer.—That she heard of none except the scout already mentioned.

(Signed on the minutes.)

Katherine M'Gilvray.

Lieut. Neil McLean, being duly sworn to give evidence in this cause, saith that some time in August or July last the inhabitants of the fourth, fifth, and sixth concessions of the Township of Cornwall were warned to assemble in order to enrol themselves in the Militia, that when assembled several objected to be enrolled. After they were dismissed the plaintiff, Donald McLeod, came to the house of Captain Ranald McDonell, where the defendant, Kenneth McDonell, and some other people were then sitting. He (the deponent) asked the plaintiff what objection he had to be enrolled. He replied that as the rest of the inhabitants thought proper not to enrol themselves he would do as they had done. The defendant (who had enrolled himself) replied: Why should you sign now that never signed for your King or Country before? The plaintiff answered that he done as much service and suffered as much as the defendant had done; the defendant, seemingly in passion, told him no he had not, and that he had been the means of the death of fifty of His Majesty's subjects by betraying them to their enemy; that only one escaped out of that number and he had five wounds. Some time after, the defendant, on being summoned by the plaintiff, requested of the deponent to try and accommodate this matter between him and the plaintiff, as he had no wish to bring him to trouble, which the deponent acquainted the plaintiff of, who seemed inclined to settle the matter, provided the defendant would acknowledge that what he had asserted was false, the deponent recommended to the plaintiff to make up with the defendant, as he would be proved a deserter at best. He (the plaintiff) then



related the manner of his going into the States, which was, that he was taken at Boston along with Colonel Campbell, of the 71st Regt., in which regiment he (the plaintiff) was a soldier; that he was sent farther into the interior parts of the country, where he remained for some time, and afterwards went to Albany; the deponent then asked whether he had ever made any attempt to join the King's Troops, to which he answered that he had not; but that notice was sent to him from New York by some of his comrades to go to his regiment there and take the benefit of the Act of Grace; which he said he did not find convenient to do, having a family, and added that he expected certificates of his character from several people at Albany.

(Signed on the minutes.)

Neil McLean.

Alexander Cameron, of Cornwall, yeoman, being duly sworn to give evidence in this cause, saith that he knew the plaintiff in the year eighty-two at Albany, and lodged two nights in his house; and that he was cautioned by one John McDonell and Donald McGregor not to trust anyone.

Question by Plaintiff: Did you ever know me to be at any publick or private meeting of the Rebels?

Answer: No.

Question: Do you know of yourself, or have you heard from others that I was guilty of the charge laid against me by the defendant?

Answer: Not untill I came to this country.

Question: Do you know me to be a deserter from the British Troops, or that I betrayed any British subject?

Answer.—I do not know that you are a deserter, but have heard some person say (but cannot tell who) that you refused to be exchanged, nor do I know of your betraying any one.

Question, by the Defendant.—Had you any acquaintance with the plaintiff prior to your going to Albany in the year 1781?

Answer.—No.

(Signed on the minutes.)

Peter McArther, of Charlottenburg, yeoman, being duly sworn to give evidence in this, saith that he knew the plaintiff for two years in Albany, and that he knew no harm of him, only that he was called a disaffected

person to Government; but agrees with the other part of Cameron evidence.

(Signed on the Minutes.)

Peter McArther.

John Cameron, of Cornwall, yeoman, being duly sworn to give evidence in this cause, saith that he had seen the plaintiff frequently in Albany, and that he did not know of himself, or hear any things from others, to the prejudice of the plaintiff's character.

(Signed on the Minutes.)

John Cameron.

Duncan McArther, of Charlottenburg, yeoman, being duly sworn to give evidence in this cause, saith that he knew the plaintiff in the years 1781 and 1782, and that he was then looked upon as a disaffected person by the friend to Government.

(Signed on the Minutes.)

Duncan McArther.

The Court adjourned till to-morrow at ten o'clock in the forenoon.

THURSDAY, 8th JANUARY, 1789.

The Court met pursuant to adjournment.

Present: The same Judges.

Donald McLeod  
vs.  
Kenneth McDonell.

The parties being present, the Court deliver judgment, viz.:

The evidence in this cause being closed, the Court having seen the declaration, and having examined the witnesses, and fully heard the parties respectively in their own behalf, are of opinion from the defendant's confession in his plea, corroborated and confirmed by the evidence of Lieut. Neil McLean, that the defendant is guilty of the defamation alledged against him by the plaintiff, therefore do order and adjudge that the defendant do pay to the plaintiff the sum of one shilling for his damages, together with costs of suit.

Court adjourned till next term.

(Signed on the Minutes.)

Richard Duncan, }  
Alex. McDonell, } Judges.

THURSDAY, 22nd JANUARY, 1789.

COURT OF COMMON PLEAS, at Edwardsburg, on Thursday, the 22nd day of January, 1789.

Present: The Honorable Richard Duncan and Alexr. McDonell, Esquires.

The Sheriff returned the writ.

The plaintiff appears and filed declaration.

Conradt Peterson  
vs.  
Jonathan Wick-  
wire.

The defendant appears, and for his plea says that he was put in possession of a lot of land (No. 6, in front of Elizabethtown), now claimed by the plaintiff in his declaration, two years ago, by order of Captain Sherwood, and that he has continued upon said lot and made considerable improvement on it since that time; but that he had not at any time a *Ticket* for the said lot, which was given to him in lieu of lot No. 16, 1st Concession of Augusta, which lot (No. 16) was drawn by the defendant at the time of drawing for the lots in that township and was given to another person in his absence.

Plaintiff replies, that in July, 1784, he received a warrant from Captain Sheerwood for lot No. 6, in front in Elizabethtown, on which he made some improvement, and having gone to the States to see his friend and relation, where he found his father involved in debt, and he staid to assist him for the space of four years for the purpose of extricating him from his difficulties, and when he returned to this country he found the defendant in possession of his said lot of land, who claimed it by virtue of authority of Captain Sheerwood, and further that he (the plaintiff) has disposed of his lot, and is under the penalty of two hundred pounds to deliver a good and sufficient deed to the purchaser for the same.

Captain Sheerwood, being duly sworn to give evidence in this cause, saith that about the time specified by the plaintiff in his replication he did give a warrant to the plaintiff for one half of the lot now in question, which is now in possession of the defendant, and that the west half of the said lot is possessed by one Donald Macachrin, and that the plaintiff and defendant are the original joint proprietors of the said lot (No. 6). Captain Sheerwood further says that he also gave the plaintiff the lot in the second concession adjoining in the rear to the lot in question, but from the plaintiff's long absence



he had forgot it, and has since given it to one—Ephriam  
Airs.

(Signed on the Minutes.)

Justus Sheerwood.

The Court are of opinion that from the peculiar situation of the parties in this cause, and to prevent the establishing a precedent in causes of this nature that judgment should be suspended, and do therefore suspend their judgment till the opinion of the Chief Justice can be known.

Ashel Ward  
vs.  
Heacaint Chenier.

The Sheriff returned the writ.

The plaintiff appears and filed declaration.

Doctor Solomon Jones appears for the defendant, and does certify to the Court that the defendant is not able to appear, being confined by sickness, and prays that this trial may be put off till next Term.

The Court grants the above prayer and order that the parties do appear before this Court on the thirtieth day of March next.

Court adjourned till to-morrow, 9 o'clock in the forenoon.

FRIDAY, 23rd JANUARY, 1789.

Court met pursuant to adjournment.

Present: Same Judges.

Joachim Denault  
vs.  
John McInaulty  
and Mich'l Conroy.

The Sheriff returned the writ. —

The plaintiff appears and says for his declaration that he was at the Bay of Quinty on the 22nd of November, 1789, where he found Mr. Long, who said he was in a poor situation, and not able to pay a debt which he owed to the plaintiff, therefore desired the plaintiff to pay the two men at Toniata any legal debts that they (the defendants) demanded for their time while they were in his (Mr. Long's) service (which accordingly was paid, by the hands of Mr. Ephriam Jones, to the amount of twenty-five dollars), and what remained of the effects belonging to Mr. Long, he desired the plaintiff to take in payment for the debt he owed him, which amounted to thirty pounds currency. The plaintiff declares that the articles, which should have been delivered to him by virtue of an order from Mr. John Long, and which would have satisfied the debt, were either kept,

sold, embezzled, or squandered away by the defendants. Therefore the plaintiff prays that this trial may come on immediately, and the defendants be condemned to pay the above mentioned sum of thirty pounds, together with costs of suit.

The defendants appear and say they are not guilty any thing as laid in the plaintiff's declaration, and pray the truth to be inquired, and therefore consent that this trial do come on immediately.

Nicholas Kilmore, of Elizabeth Town, Yeoman, being duly sworn to give evidence in this cause, saith that he saw in the possession of the defendants half a box of window glass, many of which were broken, twenty or thirty pairs of hinges, a small bag of vermillion paint, one brush sythe, a common bedstead, one small trunk almost new, two horse bells, and a quantity of shingles, some of which the defendants sold to a Mr. Phillips, of Augusta, and some to one Leonardts, of Elizabethtown; also two spades and one shovel; and a quantity of squared house timber, which lay at Mr. Long's place about three months ago; he likewise saw in the defendants' possession a small box of shot containing about twenty pounds, a small keg containing about three pounds of gunpowder, three horse whips, and two sash window frames with glass in them; most of the above mentioned articles were carried by the deponent from Mr. Long's place to the house of one Armstrong, by request of the defendants, and that he believes there were a number of other articles brought there at the same time, which he cannot specify, and further says that he since saw several of the articles before mentioned at the house of one of the defendants (John McInaltie).

(Signed on the Minutes.)

his  
Nicholas X Kilmore.  
mark.

Ephriam Jones, of Augusta, Esquire, being duly sworn to give evidence in this cause saith, that the plaintiff intrusted him to settle the affairs of Mr. Long with the defendants, who agreed to have this matter settled by an arbitration, which arbitration accordingly awarded that the defendants should receive from the plaintiff the sum of twenty-five dollars, being in full the amount of their wages.

(Signed on the Minutes.)

Ephriam Jones.

The defendants produce a letter from Mr. Long, viz.:—

John McInaltie and Michael Conroy.

I hereby authorise and give you full power to keep possession of my house and land, with all other edifices and everything else now on the premises, and to prevent any one to claim or enter upon without my writting order bearing date after this time, and this shall be your full security for every part of your conduct in this business.

Two guns, 14,000 shingles, 70 logs, timber squared.

(Signed) John Long.

Dated 25th February, 1787.

The plaintiff filed an order from Mr. Long, to the defendants, for every thing of his (Mr. Long's) then remaining at Toniata—dated 22nd November, 1786.

The Court having heard the declaration of the plaintiff, and having examined the evidence and fully heard each of the parties on their own behalf and also seen the exhibits produced in this cause, are of opinion that things were embezzled and made away with by the defendants, which appears by the evidence of Nicholas Kilmire, therefore do order and adjudge that the articles so embezzled and made away with, shall be paid for by the defendants, agreeable to the appraisement of two appraisers, legally to be appointed, together with costs of the suit.

The appraisers appointed by the Court to appraise the articles embezzled and made away with by the defendants in the cause of Denault against John McInaltie and Michael Conroy, were Captain William Fraser, of Edwardsburg, and William Bewell, of Elizabethtown, Esquire, who accordingly value the articles so embezzled and made away with by the defendants, at the sum of fifteen pounds, thirteen shillings and ninepence currency, of which sum the Court do order and adjudge John McInaltie to pay to the plaintiff, on account of his having taken the article of shingles entirely to himself, the sum of eleven pounds, six shillings and tenpence halfpenny, and Michael Conroy to pay to the plaintiff the sum of four pounds, six shillings and tenpence halfpenny, making together the whole sum fifteen pounds, thirteen shillings, and ninepence currency.

Francois Lorimier  
vs.  
James Jordan.

The Sheriff returned the writ.

The plaintiff appears and for his declaration says that in the month of June now last past he agreed with the defendant to undertake and make a good and suffi-



cient set of running geers, after the English manner, for a saw mill, without stop or delay from the time of the agreement, for which work the defendant was not to receive payment till it should be finished. The defendant worked thirty days, for which the plaintiff paid him in part, though contrary to agreement; the defendant then left his work, and though he was repeatedly requested to complete his engagement, he refused to return and fulfil his agreement, and in consequence of such the defendant's neglect, the plaintiff says he has sustained damages to the amount of seventy pounds currency, including the wages partly paid on account of the thirty days work, which was paid contrary to agreement. Wherefore the plaintiff prays that the defendant may be condemned to pay the said damages, amounting to seventy pounds, with costs of suit, and that this cause may be tried immediately.

The defendant appears and denies that he is in any thing guilty as stated in the plaintiff's declaration, and prays that the truth hereof may be inquired.

The parties mutually agreed to submit their cause to the verdict of jury. The Court therefore order that a jury be summoned to try this cause, and that a venire do issue returnable to-morrow at 10 o'clock in the forenoon.

The Court adjourned till to-morrow at 9 o'clock in the forenoon.

SATURDAY, 24th JANUARY, 1789.

The Court met pursuant to adjournment.

Present: The same Judges.

The Sheriff returned venire and pannel.

Francois Lorimier  
vs.  
James Jordan.

The jury impannelled and sworn to try the issue joined between the parties, plaintiff and defendant, were:—

Alexr. Humphrys.

Thos. Fraser.

William Bewell.

Peter Drummond.

John Dulmage.

Joachim Denault.

David Hunter.

William Lahigh.

James Humphrys.

Thos. Boid.

William Fraser.

Joseph McNish.

The parties in this cause, for want of some principal evidence, have with mutual consent and the approbation of the Court withdrawn their suit, and submitted the decision thereof to the arbitrament of Daniel Jones and

Justus Sherwood, Esquire, both of Augusta, on the part of the plaintiff, and John Brown, of Augusta, millwright, and Alexander Humphrys, of Augusta, millwright, on the part of the defendant, and if they should be equally divided upon the case they are to call in an umpire, whose award shall be final, and the arbitrators to meet upon this business on the second Tuesday in February next, and to return their award to this Court on the thirtieth day of March following, and the Court order that this rule be served upon the arbitrators that they may meet accordingly.

Joachim Denault  
vs.  
William Lahigh.

The Sheriff returned the writ.

The plaintiff appears and declares that the defendant is justly indebted to him, by his promissory note of hand passed in the month of May, 1786, in the sum of ten pounds, eighteen shillings and fourpence currency, which said sum still remains unpaid and unsatisfied. Therefore the plaintiff prays that judgment may be given against the defendant for the said sum of ten pounds, eighteen and fourpence currency, with interest, together with costs of suit, and the plaintiff prays that this trial may be ordered to come on immediately.

The defendant appears and acknowledges the debt as it is stated by the plaintiff in his declaration, but pleads inability to pay it.

The Court are of opinion that the defendant is justly indebted to the plaintiff in the sum of ten pounds, eighteen shillings and fourpence, currency, with lawful interest on the said sum from the month of May, 1786, to this day, and do therefore order and adjudge, with the consent of the plaintiff, that the defendant do pay to the plaintiff the full amount of the debt with interest, till this day, at the expiration of three months from this day, together with costs of suit.

TUESDAY, 17th MARCH, 1789.

COURT OF COMMON PLEAS, held at New Johnstown, on Tuesday, the 17th day of March, 1789.

Present: The Honorable Richard Duncan, Alexander McDonell, Esquires.

Josiah Bleakly  
vs.  
Phillip Cryslar.

The Sheriff returned the writ.

The plaintiff appears and filed declaration, and prays this cause may be tried immediately.

The Court grant the above prayer, and order that this cause do come on directly.

The defendant being duly called does not appear, neither in person or by his agent.

The plaintiff filed the defendant's note of hand for one hundred and nine pounds, seven shillings and sixpence, currency.

The Court having heard the plaintiff's declaration, and having seen the exhibits filed in this cause, are of opinion that the debt demanded by the plaintiff is a just one, and do therefore order and adjudge that the defendant do pay the sum claimed by the plaintiff in his declaration of one hundred and nine pounds, seven shillings and sixpence, Halifax currency, together with costs of suit.

Court.

(Signed on Minutes.)

Richard Duncan.

Alexr. McDonell.

MONDAY, 30th MARCH, 1789.

COURT OF COMMON PLEAS, held at Edwardsburg, on Monday, the 30th day of March, 1789.

Present: The Honorable Richd. Duncan, Alexr. McDonell, Esquires.

It is the opinion of this Court, from the evidence produced on the part of the plaintiff, as well as from the testimony of his Ticket, that he as original proprietor has the best title to the lot in question, the Court do therefore order and adjudge that the plaintiff be put in possession of the same in the course of one month, from this date, at the same time as it appears to the Court that the defendant has an equitable title to the improvements by him made thereon, during his possession, they therefore order that two appraisers be appointed by the parties to value the same, and that the plaintiff reimburse those improvements so valued either by clearing so much land yearly for the defendant in the same proportion as he cleared on his lot, or by giving an equivalent in money, at the same time allowing the plaintiff for the benefits received by the defendant from the several crops produced upon the said lot during the defendant's possession. The Court also order that the cleared lands in question, as well as the crops now in the ground, shall be in joint copartnership for this year between the parties, and if the appraisers see any particular advantage arising on either side from this mode of division they are to take notice of it, and allow accordingly, and the Court request the

Conradt Peterson  
vs.  
Jonathan Wick-  
wire.



favour of Ephriam Jones, Esquire, to take the trouble of swearing the appraisers who shall be appointed for the aforesaid purpose.

RULE.

Francois Lorimier  
vs.  
James Jordan.

The parties in this cause having mutually consented by the approbation of the Court held at Edwardsburg on the seventh day of January last to submit the decision of their cause to the arbitrament of Justus Sheerwood, Esquire, Daniel Jones, yeoman, Alexr. Humphrys, and John Brown, millwrights, all of Augusta, and whereas a *Rule* of Court was served upon the said arbitrators directing them to meet upon this business on the second Tuesday of February following, and to return their award into Court on this day; but as it is alledged by the arbitrators that for want of a principal evidence they could not decide upon the matter in dispute between the plaintiff and defendant till that evidence should be present. It is therefore directed by this Court that the above named arbitrators do meet and decide upon the matter now in dispute between the parties at some time and place to be by them appointed betwixt this date and the twenty-fifth day of June next, which decision or award they are to return into Court on Monday, the twentieth day of July next. The Court order this *Rule* to be served upon the above mentioned arbitrators that they may conduct themselves accordingly.

The Court adjourned till to-morrow at ten o'clock in the forenoon.

TUESDAY, 31st MARCH, 1789.

Court met pursuant to adjournment.

Present: The same Judges.

Justus Sheerwood  
vs.  
Alex. Humphrys.

The Sheriff returned the *capias*.

The plaintiff appears and filed declaration.

The defendant appears, and having mutually agreed with the plaintiff to accommodate their differences without bringing it to the issue of a suit, they have therefore consented to the following mode for that purpose (which the Court approve of), viz.: The plaintiff is to furnish wheat for fifteen days' subsistence for the defendant, and to find a man to work with him, during which time the defendant is to complete a saw mill for the plaintiff as heretofore was agreed upon, and to repay the work to be done by the man to be furnished by the plaintiff; and also to give a mortgage in the mean time upon his house and lot, as security to the plaintiff for the true performance of this agreement.

WEDNESDAY, 1st JULY, 1789.

COURT OF COMMON PLEAS, holden at New Johnstown, on Wednesday, the 1st day of July, 1789.

Present: The Honorable Richard Duncan, Alexander McDonell, Esquires.

The Sheriff returned the writ.

The plaintiff appears and filed declaration.

Gersham French  
vs.  
Ziba Phillips.

The defendant appears and says that he is justly indebted to the plaintiff for eighteen bushels of wheat, but objects to the price and damages demanded by the plaintiff in his declaration, and submits the decision of his cause to the judgment of the Court.

With the consent of the parties it is ordered that this trial do come on immediately.

Plaintiff filed two exhibits:

1. Note promisory from defendant to the plaintiff.
2. Letter from the defendant to the plaintiff.

The Court having heard the parties respectively and seen the exhibits filed in this cause, do take time to consider of the judgment.

The Court having maturely considered the case of Gersham French, plaintiff, and Ziba Phillips, defendant, are of opinion that the defendant is justly indebted to the plaintiff in the sum of eighteen pounds, currency, for debt and damages, which sum the defendant is condemned to pay to the plaintiff, with costs of suit.

MONDAY, 20th JULY, 1789.

COURT OF COMMON PLEAS, held at Edwardsburg, on Monday, the 20th day of July, 1789.

Present: The Honorable Richard Duncan, Alexander McDonell, Esquires.

The Sheriff returned the writ of attachment.

The plaintiff appears and filed declaration.

The defendant appears, and denies the charge as laid in the plaintiff's declaration.

The parties mutually consent to have this trial come on immediately. It is therefore ordered that the special matter be given in evidence.

Lana Weatherhead, being sworn to give evidence in this cause, saith that she heard the defendant say that

Dorothy Brown  
vs.  
Heman Landen.

he had slept with the plaintiff, for which reason he would not marry her.

The deponent being asked by the defendant whether she did not hear the plaintiff say that she was glad that the defendant was gone. Answer, she did hear the plaintiff say so, because he had deceived her.

(Signed on the Minutes.)

her

Lana X Weatherhead.  
mark.

Rebecca Every, being sworn to give evidence in this cause, saith that the defendant told her in the month of January last that it was on account of the plaintiff that he was going to leave the country, as he expected a constable to be after him very soon, and that he was going into the Colonies, and that he would not return till the next winter.

her

(Signed)

Rebecca X Every.  
mark.

John Ralston, being sworn to give evidence in this, and being asked whether he had heard the defendant say anything relative to the plaintiff's character, saith that he did not hear the defendant say anything, but had heard several people say that the defendant had reported that the plaintiff was a whore, or words to that signification.

Question 1, by the plaintiff.—Whether the deponent had not heard that a day was appointed for her wedding with the defendant?

Answer.—He did hear Lidia Askin say that a day was appointed for the wedding.

Question 2.—What opinion do you entertain of the plaintiff from her connection with the defendant?

Answer.—That her character is injured by it.

Question 3.—Whether he did not think the plaintiff could have married to advantage, if she had had no connection with the defendant?

Answer.—Yes.

(Signed on the Minutes.)

John Ralston.

Conradt Peterson, being sworn to give evidence in the cause, saith that he lived last winter in the same house with the plaintiff, and that she told him she was to be married to the defendant, and asked him to the wedding, he further says he heard the defendant call the plaintiff



his old woman. The deponent adds that he heard some of the plaintiff's family declare at the time of the funeral of her mother, that they looked upon the defendant as one of their family.

Question by the Court: Have you heard anything to the prejudice of the plaintiff's character from her connection with the defendant?

Answer.—I have heard it said, but cannot tell by whom, that the defendant had said the plaintiff was a whore, and that he was determined to be even with her for some ill treatment, which his brother had received from her.

Shubel Seelye, being sworn to give evidence in this cause, saith that some time last winter he was in company with the defendant, and that the defendant told him he was going to be married to Dorathy Brown (the plaintiff) and that he was going to put up a house, and he also understood that the defendant had obtained his father's consent to marry the plaintiff. Some days after this conversation with the defendant, he saw him passing by, and told him he thought he had been married by that time, the defendant replied that the wedding was put off on account of the death of the plaintiff's mother.

Question by plaintiff.—Whether you do not think her character injured by the reports spread about her, from her connection with the defendant?

Answer.—Yes.

Question, by defendant.—Whether the deponent did not understand from the neighbourhood that the defendant's father's consent to the marriage could not be obtained?

Answer.—He did hear some of the neighbours say that the plaintiff was not qualified to come into his (the defendant's) family.

(Signed on the Minutes.)

Shubel Seelye.

Ashel Hurd, being sworn to give evidence in this suit, saith that about the first day of June now last past he stopped at the house of George Campbell, of Augusta, to get a glass of rum; during the time that he was in the house he saw one Loop lying in bed, and a woman with him, who he supposes to have been the plaintiff; on being interrogated by the Court saith that he cannot be positive as to the woman, but is sure that Loop is the man.

(Signed on the Minutes.)

Ashel Hurd.

Chandler Phillips, being sworn to give evidence in this cause, saith that about the first of June he was at the

house of George Campbell, of Augusta, in company with Ashel Hurd, and agrees with the whole of his evidence.

(Signed on the Minutes.)

Chandler Phillips.

James Jordan, of Augusta, millwright, being sworn to give evidence in this cause, saith that he was in George Campbell's house on the morning that the two foregoing evidences (Ashel Hurd and Chandler Phillips) called there, and that he was the person who was in bed with the said Loop, mentioned in the evidence of Hurd, who he supposed to be the plaintiff.

Question, by plaintiff.—Whether the deponent ever knew from himself, or had heard from any other person, that there was any criminal correspondence, or connection, between her and the said Loop?

Answer.—He did not.

The parties, plaintiff and defendant, in this cause having agreed to proceed no further in this action, and having prayed the Court to discharge it, the Court grants their prayer, and order and adjudge that each party shall pay half the costs that have accrued in this suit.

MONDAY, 12th OCTOBER, 1789.

COURT OF COMMON PLEAS, held at New Johnstown, on Monday, the 12th day of October, 1789.

Present: The Honorable Richard Duncan, Alexander McDonell, Esquires.

Richard Wilkinson  
vs.  
Phillip Crysler.

The Sheriff returned the writ.

The plaintiff appears and files declaration.

Richard Wilkinson  
vs.  
David Mecun.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant appears by his agent and acknowledges the debt which the plaintiff demands by his declaration.

The plaintiff filed a note of hand of the defendant.

The Court having heard and considered the defendant's confession of the debt do therefore order and adjudge him to pay the plaintiff the sum demanded in his declaration of thirteen pounds, three shillings and fivepence, Halifax currency, with lawful interest on the said sum from the eleventh day of March, 1789, till the fifth of October, in the same year, the interest amounting to nine shillings and fivepence, making together the sum of thirteen pounds, twelve shillings and ten, currency, and costs of suit.

The Sheriff returned the writ.

The plaintiff appears and filed declaration.

The defendants appear and file plea.

On motion of the defendants, this cause is ordered to be tried by a jury, and that a venire do issue for that purpose, returnable at ten o'clock in the forenoon on Wednesday, the 14th instant.

James Gray, Esq.,  
vs.  
William Empey,  
Jacob Ross and  
Matthias Snit-  
singer.

The defendant appears and confesses that he is in part indebted to the plaintiff for the sum he demands in his declaration.

Richard Wilkinson  
vs.  
Phillip Cryslar.

The plaintiff filed three pieces, viz.:—

1. A Rule of Court from the Common Pleas at Montreal.

2. A letter from Mr. Powell, Esqr., to the plaintiff.

3. Plaintiff's account against the defendant.

The plaintiff having in his declaration demanded of the defendant the sum of thirty-eight pounds, fourteen shillings halfpenny, currency, for divers goods, wares, and merchandize sold and delivered unto him; and also for costs paid in Montreal heretofore accrued in this action as appears by his account filed, and having also filed a Rule of Court from the Common Pleas in Montreal, by which it appears that the party mutually submitted the investigation and determination of their cause to arbitrators who, accordingly, awarded to the plaintiff his whole account and demand. The Court do therefore order and adjudge that the defendant do pay to the plaintiff the said sum of thirty-eight pounds, fourteen shillings halfpenny, currency, together with costs of suit to be taxed to him.

Court adjourned till Wednesday, at 10 o'clock in the forenoon.

WEDNESDAY, 14th OCTOBER, 1789.

The Court met pursuant to adjournment.

Present: The Honorable Richard Duncan, Alexander Donell, Esquires.

The Sheriff returned the venire.

The jury impannelled and sworn to try the issue in this cause were, viz.:—

James Gray  
vs.  
Wm. Empey, Jacob  
Ross and Matthias  
Snitsinger.

- |                       |                        |
|-----------------------|------------------------|
| 1. Thomas Swan.       | 7. William Coffin.     |
| 2. Andrew Wilson.     | 8. John Peescod.       |
| 3. Robert McGregor.   | 9. Alexander Campbell. |
| 4. Richard Wilkinson. | 10. Jacob Vanduzen.    |
| 5. John Emerson.      | 11. John McNairne.     |
| 6. Jeremiah French.   | 12. William Key.       |



The plaintiff by and in his declaration having complained that the defendants had trespassed on a certain lot belonging to him and lying in the village of New Johnstown; and the ground having been particularized by two evidence (men who cleared the ground for the plaintiff), the jury request the liberty to view the premises, which the Court grants, and the jury retire accordingly.

The jury having viewed the premises returned into Court, and having heard the evidence, and seen the exhibits in this cause, retire to consider their verdict.

The jury, having returned into court, say by Richard Wilkinson, their foreman, that they unanimously find a verdict for the plaintiff, with damages to the amount of ten pounds currency.

The Court having considered the verdict of the jury do confirm the same, and condemn the defendant in costs of suit to be taxed.

TUESDAY, 27th OCTOBER, 1789.

COURT OF COMMON PLEAS, held at Augusta, on Tuesday, the 27th of October, 1789.

Present: The Honorable Richard Duncan, Alexander McDonell, Esquires.

Thomas Knowlton  
vs.  
Joseph Seelye.

The Sheriff returned the capias.

The plaintiff appears and filed declaration.

The defendant appears and says that he is in nothing guilty as set forth by the plaintiff in his declaration, and prays the truth may be thereof inquired.

The plaintiff filed a penal bond given by the defendant.

On motion for trial, and by request of the parties, it is ordered that this cause be tried by jury, and that a venire do issue, returnable to-morrow at ten o'clock in the forenoon.

Daniel Pattison  
vs.  
Enoch Mallery.

The Sheriff returned the writ.

The plaintiff appears and filed declaration.

The defendant appears, and denies the charges exhibited against him by the plaintiff's declaration, and prays the truth may be inquired of.

On motion and prayer of the defendant, and with consent of the plaintiff, it is ordered that this cause be put off till next Court of Common Pleas.

The Sheriff return the writ.

The plaintiff appears and filed declaration.

Shubel Seelye  
vs.  
Daniel Shipman,  
Thos. Knowlton.

The defendants appear and deny the charges alledged against them in the plaintiff's declaration, and pray that the truth may be inquired of.

Shubel Seelye  
vs.  
Daniel Pattison  
and Thomas  
Knowlton.

On motion and prayer of the defendants, and their representing to the Court the want of a matterial evidence, and with consent of the plaintiff, it is ordered that this cause be adjourned till the next sitting of this court, and then to be tried by a jury.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

John MacNaulty  
vs.  
Abner Booth.

The defendant appears and denies that he is in any thing indebted to the plaintiff as set forth in his declaration.

The parties mutually pray that this trial may be put off till next Court, because the principal evidence is now absent and cannot appear at this time.

The Court grants the above prayer, and order this cause to be put off accordingly.

The Court adjourned till to-morrow, ten o'clock in the forenoon.

### WEDNESDAY, 28th OCTOBER, 1789.

The Court met pursuant to adjournment.

Present: The Honorable Richard Duncan, Alexander McDonell, Esquires.

The Sheriff returned the venire.

The parties appear.

The jury impannelled and sworn to try the issue joined in this cause were:—

Thomas Knowlton  
vs.  
Joseph Seelye.

- |                        |                       |
|------------------------|-----------------------|
| 1. Justus Sherwood.    | 7. Ephriam Jones.     |
| 2. Thomas Sherwood.    | 8. James Campbell.    |
| 3. Elijah Bottom.      | 9. John Dulmage.      |
| 4. Alexander Campbell. | 10. Asa Landen, Senr. |
| 5. Benoni Wilsee.      | 11. Caleb Clauson.    |
| 6. William Martin.     | 12. Samuel Willson.   |

The jury being duly sworn to say the truth according to evidence, and having heard the parties and evidence, and having also seen the declaration and plea and other exhibits filed in this cause, and having received the charge from the Court, they retire to consider of their verdict.

The jury having returned into Court say by Justus Sherwood, Esquire, their foreman, that they find a verdict for the plaintiff, viz.:

Unanimously agreed, that Joseph Seelye pay Thomas Knowlton twelve pounds, ten shillings, currency, for debt and damages on the Bond, and lawful interest on the said sum from the eighteenth day of May, 1789, till actual payment.

The Court having considered the verdict of the jury do confirm the same, and condemn the defendant to pay costs of suit, to be taxed.

John McNaulty  
vs.  
Abner Booth.

The parties in this suit being desirous to refer their cause to the decision of an arbitration, the Court do therefore consent to indulge them, on condition of costs of suit already incurred being paid. The persons appointed for this purpose are Justus Sherwood, of Augusta, Esquire, Thomas Sherwood, of Elizabethtown, Esquire, and Allen Grant, of Elizabethtown, aforesaid, yeoman, by mutual consent of the parties and by approbation of the Court. Witness the parties' hands.

(Signed on the Minutes.)

John MacNaulty, plaintiff.

Abner Booth, Defendant.

It is ordered that this rule be served on the arbitrators, and that their award be made returnable into this Court on the third Tuesday of January, 1790.

Daniel Pattison  
vs.  
Enoch Mallery.

The parties in this suit being desirous to refer the decision of their cause to an arbitration, the Court do therefore agree to indulge them on condition of costs of suit already incurred being paid. The persons appointed for this purpose by mutual consent of the parties, and by approbation of the Court, are Thomas Sherwood, of Elizabethtown, Esquire, Daniel Jones, of Augusta, gentleman, and Alexander Campbell, of Augusta, aforesaid, gentleman. Witness the parties' hands.

(Signed on the Minutes.)

Daniel Pattison, plaintiff.

Enoch Mallery, defendant.

It is ordered that this rule be served on the arbitrators and their award be made returnable into this Court on the third Tuesday of January, 1790.

MONDAY, 17th MAY, 1790.

COURT OF COMMON PLEAS, held at Augusta, on Monday, the seventeenth day of May, 1790.



Present: The Honourable Richard Duncan, John McDonelle, Esquires.

The parties appear and file an award of arbitration agreeable to a Rule of Court in this cause.

John McNulty  
vs.  
Abner Booth.

The Court having seen the award do confirm the same.

The parties appear and file an award of arbitration agreeable to a Rule of Court in this cause.

Daniel Pattison  
vs.  
Enoch Mallery.

The Court having seen the award do confirm the same.

The parties appear and file an award of arbitration agreeable to a Rule of Court in this cause.

Shubel Seely  
vs.  
Daniel Shipman.

The Court having seen the award do confirm the same.

The Sheriff returned the writ.

Augustain  
Lafleche  
vs.  
Vernil Lorimier.

The plaintiff appears and files declaration and one exhibit.

The defendant appears and acknowledges the charge set forth in the plaintiff's declaration to be in part just, viz., that a contract had been made between the parties in which the plaintiff was to cover three houses for the defendant thirty feet by twenty with shingles, and that the defendant was to provide the plaintiff with nails for that purpose, and also with provision whilst at work at the said houses, and that the defendant was to pay the plaintiff fifteen pounds for the job, but that no time fixed upon when the job should be compleated and that the nails for covering the houses did not come as soon as he expected.

Joseph Bartlet, being sworn to give evidence in this cause, says to the best of his knowledge the plaintiff lost at least one month, in consequence of not being furnished with nails agreeable to contract, after he had made shingles sufficient to cover the three houses; in that time the job might have been compleated, and at last was under the necessity of leaving it for want of the nails.

(Signed on the Minutes.)

his  
Joseph X Bartlet.  
mark.

The Court having heard the parties respectively on their own behalf and the evidence, and seen the declaration and plea, are of opinion that the defendant is justly indebted to the plaintiff in the sum of fifteen pounds, agreeable to the contract between the parties filed in this cause by the plaintiff, and also in the sum of five pounds, currency, damages sustained by the plaintiff, for non-

performance of agreement on the part of the defendant, which said sums, making together the sum of twenty pounds currency, the Court condemn the defendant to pay to the plaintiff before the last day of July next, and the costs of suit.

Barnard Emery  
vs.  
Verniel Lorimir.

The Sheriff returned the writ.

The plaintiff appears and files declaration.

The defendant appears and denies the charge as laid against him by the plaintiff's declaration as to damages that an agreement had been made between the plaintiff and defendant nighly as set forth in the declaration, which agreement the plaintiff did in any part fulfil, but left the defendant's employ without giving any notice.

David Fredrick, being sworn to give evidence in this cause, says that he was present when the plaintiff and defendant made an agreement, but cannot pretend to say what the nature of it was, and that he had been employed by the plaintiff several days working at the defendant's house, that there was reason of complaint respecting the provisions given to the workmen as to quantity and and quality.

The Court having heard the parties and evidence in this cause, and having seen the declaration and plea, do order and adjudge this cause to be dismissed with costs to the defendant.

# PROVINCE OF QUEBEC, DISTRICT OF LUNEBURG.

1st JUNE, 1790.

At a COURT OF COMMON PLEAS, held at Cornwall, on Tuesday, the first day of June, 1790.

Present: The Honourables Richard Duncan and John McDonell, Esquires.

Nancy Drew  
vs.  
James Daugherty  
and Hannah his  
wife.

The Sheriff returns the writ.

The plaintiff appears and files declaration.

The defendants appear and say for their plea that they are in nothing guilty as set forth in the plaintiff's declaration. At the defendants' request the Court order this cause to be tryed by a jury, and that a venire do issue to-morrow morning, at ten o'clock.

Nancy Drew  
vs.  
David Bruce.

The Sheriff returns the summons.

The plaintiff appears and files declaration.

The defendant appears and says that he is in nothing guilty as set forth in the declaration by the plaintiff.

On motion of the defendant it is ordered that this cause be tryed by a jury to-morrow at ten o'clock in the forenoon, and the special matter be given in evidence at that time.

The Sheriff returns the writ.

The plaintiff appears and files declaration.

The defendant appears and says that he acknowledges that he made use of the expressions as set forth in the plaintiff's declaration. On motion of the defendant it is ordered by the Court that this cause be tryed by a jury to-morrow morning at ten o'clock.

Nancy Drew  
vs.  
Stephen Miller.

The Sheriff returns the writ.

The plaintiff appears and files declaration.

The defendant appears and says that he did make use of the language as set forth in the plaintiff's declaration, but not with an intention to defame the plaintiff, but merely as a jest; and submits the determination of the cause to the Court.

The Court having seen the declaration, and the defendant having pleaded guilty of the charge brought against him, the Court do therefore condemn the defendant to pay to the plaintiff the sum of two shillings and sixpence damages and costs of suit.

Peter Bruner  
vs.  
John Markle.

The Sheriff returns the writ of attachment against the defendant's goods and chattels, land, and tenements.

The plaintiff appears by his agent, Mr. John Biekie, of Cornwall, merchant, and saith he is satisfied for the debt that the defendant owed him, therefore the Court do order this action to be discharged, plaintiff to settle the costs that have incurred.

Rosseter Hoyle  
vs.  
Farquhers.

The Sheriff returns the writ of attachment against the defendant's goods and chattels, lands and tenements, and also the summons to appear.

The plaintiff appears by his agent, Mr. John Beikie, of Cornwall, merchant, and saith that he is satisfied for the debt that the defendant owes him.

The Court do therefore order this action to be discharged. Plaintiff to settle the cost that has been already incurred.

Rosseter Hoyle  
vs.  
Phillip Crysler.

Court adjourned till ten o'clock to-morrow morning.

WEDNESDAY, 2nd JUNE, 1790.

The Court have met according to adjournment.

Present: The same Judges.



Nancy Drew  
vs.  
James Daugherty  
and wife.

The Sheriff returned the writ venire.

The parties appear.

The jury empaneled and sworn to try the issue in this cause, were:

- |                   |                      |
|-------------------|----------------------|
| 1. Giles McBean.  | 7. Robert McGrigor.  |
| 2. Andrew Wilson. | 8. John Pescod.      |
| 3. John Biekie.   | 9. Henery Runion.    |
| 4. Warffe.        | 10. Daniel Campbell. |
| 5. John Loney.    | 11. Assel Wright.    |
| 6. Jacob Empey.   | 12. Nathan Putnam.   |

For the plaintiff: Catherine Cline, Donald McGrigor, William Kay, Mrs. William Kay.

For the defendant: Mich'l Cline, Eb'r Anderson.

The jury having heard the parties respectively on their own behalf, and having also heard the evidences produced and seen the declaration and plea, retire to consider of their verdict. The jury having returned into court say by Robert McGrigor, their foreman, a verdict for the defendants, with costs of suit, and so they say unanimously.

The Court having heard the verdict of the jury approve of the same and order it to be recorded accordingly.

Thos. Coffin, Esq.,  
vs.  
Jacob Cuntryman.

The Sheriff returns the summons.

The plaintiff appears by his agent, Jacob Farrand, Esq., and files declaration.

The defendant appears and accommodates the debt; wherefore the Court orders the defendant to be discharged from this suit.

Nancy Drew  
vs.  
Stephen Miller.

The Sheriff returns the venire.

Parties appear.

The jury empaneled and sworn to try this issue joined were:

- |                    |                      |
|--------------------|----------------------|
| 1. Gilles McBain.  | 7. Robert McGrigor.  |
| 2. Andrew Wilson.  | 8. John Pescod.      |
| 3. John Biekie.    | 9. Henery Runion.    |
| 4. Richard Warffe. | 10. Daniel Campbell. |
| 5. John Loney.     | 11. Assel Wright.    |
| 6. Jacob Empey.    | 12. Nathan Putnam.   |

The defendant being ordered to bring forward his evidence in support of his plea offers David Bruce, which plaintiff objects as a party interested in the issue of this suit, which objection the Court admit of as just.

The jury having heard the parties respectively on their own behalfs, and seen the declaration and plea, retire to consider of their verdict. The jury having returned into

court say by their foreman, Robert McGrigor, they find a verdict for the plaintiff of two pounds damages, with half the costs of suit, and so they say all.

The Court approve of the verdict and confirm the same as it is recorded.

The plaintiff prays for an adjournment for the want of a material evidence, viz., the Rev. Mr. John Bryan, who has been subpeanead for the plaintiff in this suit.

The defendant objects to this prayer being granted, saying that he is now ready for tryal.

The Court over-rules this objection and order the tryal to be put off till next term, of which the parties are to take notice.

RICHARD DUNCAN and J. McDONALD, *Judges*.

At a COURT OF COMMON PLEAS, held at Osnabruck, the 16th day of September, 1790.

Present: The Honourables Richard Duncan, Edward Jessup, and John McDonell, Esquires.

The father appeared for the plaintiff and prayed that this cause may stand over till next term, the plaintiff being in the Colonies, and her evidence unable to attend on this day.

The defendant appears in person and states that he is ready for tryal.

Paul Drew, the father, thereupon prays leave to withdraw the action, which the Court grant on payment of costs.

The Sheriff returns the writ, the parties appear.

The plaintiff appears by Thomas Walker, Esq., her attorney, and prays leave to withdraw her suit, which the Court grants her prayer on payment of costs.

The Sheriff returns the writ.

The parties appear.

T. Walker, Esq., attorney, moves that the defendant do answer.

The defendant appears in person and acknowledges the bargain or agreement for a certain tract of land and has received part payment and the balance remaining due differs twenty shillings or upwards, and that the said balance was never tendered or the deed presented to the defendant to be executed, and thinks that no just cause of action was against him.

Nancy Drew  
vs.  
David Bruce.

Nancy Drew  
vs.  
David Bruce.

Elisabeth Loucks  
vs.  
Hannah Loucks.

Sam'l Adams, Esq.  
vs.  
Hugh Munro, Esq.

The plaintiff for replycation, by T. Walker, his attorney, saith that the balance was duly tendered to the defendant though thereunto in no wise obliged, that the assertion of the deed not being presented is ill-founded, the defendant having in his own hand-writing prepared a deed which he now files, and which the defendant has hitherto refused to execute, wherefore he prays judgment that the defendant do execute the deed within a certain time limited, plaintiff now offering to pay the balance, which he persists is properly stated in his declaration, and that the defendant be condemned to pay the costs.

The Court having seen the plaintiff's declaration and heard his plea, and also heard the defendant's defence, do order that the defendant execute the deed as prayed for in the plaintiff's declaration and do pay the cost of this suit.

David Su  
vs.  
Alex'r Campbell.

The Sheriff returns the writ.

The parties appear.

The defendant appears and denies the charges as laid in the declaration.

The plaintiff persists in the conclusion of his declaration, and prays leave to produce his evidence.

The parties pray that William Falkner, Esq., be nominated sole arbitrator to decide this difference, which the Court admit, and he is hereby nominated accordingly. Mr. Falkner returned into court and says that this action be withdrawn, the cost to be equally paid by the parties.

The Court confirm this award and order that this action be dismissed, and the costs to be divided accordingly.

Margaret Piller  
vs.  
Frederick Markley.

The Sheriff returns the writ.

John Markley, the husband of the plaintiff, appeared in person, confesses satisfaction, prays leave to withdraw this suit, which the Court grant upon payment of costs to this day.

#### SEPTEMBER 7th.

The Court met agreeable to adjournment.

Present: The same Judges.

William Faulkner,  
Esq., curator to  
the estate of  
Barn's Spencer,  
deceased,  
vs.  
Joseph Brownell.

The Sheriff returned the writ.

Thomas Walker, Esq., attorney for the plaintiff.

The defendant appeared in person and prayed the Court for a reasonable time, not being prepared with counsel.

The Court do order this cause to be put off till next term, and that the defendant do file a plea by the first day of the term.



The Sheriff returned the writ.

Thos. Walker, Esq., attorney, for the plaintiff.

The defendant appears in person and prays the Court for a reasonable time, not being prepared with counsel.

The Court do order this cause to be put off till next term, and that the defendant do file plea by the first day of the term.

George Barnhart  
vs.  
Abraham Marsh.

The Sheriff returned the writ.

Thomas Walker, Esq., attorney, for the plaintiff.

The defendant appeared in person and prays the Court for a reasonable time, not being prepared with counsel.

The Court do order this cause to be put off till next term, and that the defendant do file plea by the first day of the term.

George Barnhart  
vs.  
George Johnston.

The Sheriff returned the writ.

Thomas Walker, Esq., attorney, for the plaintiff.

The defendant appeared in person and prays the Court for a reasonable time, not being prepared with counsel.

The Court do order this cause be put off till the next term, and that the defendant do file plea by the first day of the term.

George Barnhart  
vs.  
James Johnston.

13th JANUARY, 1791.

COURT OF COMMON PLEAS, held at Osnabruck, the 13th day of January, 1791.

Present: The Honourables Richard Duncan and John McDonell, Esquires.

Thos. Walker, Esq., for plaintiff, moves the defendant file his plea agreeable to the rule made in this cause the last day of last term.

James Walker, Esq., for the defendant appears, and prays leave to enter appearance for defendant, which the Court grants, and files his plea accordingly.

Thos. Walker, Esq., for plaintiff, filed replication.

George Barnhart  
vs.  
George Johnston.

Thomas Walker, Esq., for the plaintiff, moves the defendant file his plea agreeable to a rule made in this cause the last term.

James Walker, Esq., for the defendant, prays leave to enter appearance for the defendant, which the Court grants, and file plea accordingly.

Thos. Walker, Esq., for plaintiff, files replication.

George Barnhart  
vs.  
James Johnston.

James Walker, Esq., prays leave to enter appearance for defendant, which the Court grants and files plea accordingly.

William Falkner,  
Esq., curator, &c.,  
vs.  
Joseph Brownell.

Mr. James Walker, for defendant, prays that the plaintiff do file his replication to-morrow. Granted.

George Barnhart  
vs.  
Jeremiah French.

The Sheriff returned summons.  
James Walker, Esq., enters appearance and files plea.  
Thos. Walker, Esq., files replication.

Lewis Neadoe  
vs.  
Jno. Ashburn.

The Sheriff returns summons.  
The plaintiff appears and declares satisfaction.

John Shell  
vs.  
Phillip Crisler.

The Sheriff returns the summons.  
The defendant being called does not appear and he is defaulted.

John Lake  
vs.  
John Christie and  
Phebe Christie.

The Sheriff returns the summons.  
The parties appear and withdraw the suit.  
The Court adjourned till to-morrow morning at ten o'clock.

13th JANUARY, 1791.

The Court met agreeable to adjournment of the 13th inst.

Present: The same Judges.

William Falkner,  
Esq., curator, &c.,  
vs.  
Joseph Brownell.

Thos. Walker, Esq., for the p'a'intiff, entered retraxit, which the Court grant on payment of costs.  
The Court adjourned till to-morrow morning at ten o'clock.

15th JANUARY, 1791.

IN COURT OF COMMON PLEAS, for the district of Lunenburg, held agreeable to adjournment the 14th January, 1791.

Present: The same Judges.

George Barnhart  
vs.  
George Johnston.

Thomas Walker, Esq., attorney for the plaintiff, moved that the Sheriff returns the venire.

The Sheriff returns venire.

The jury empaneled and sworn to try the issue of this cause were:

- |                          |                     |
|--------------------------|---------------------|
| 1. William Falkner, Esq. | 7. Conrad Devoe.    |
| 2. Simeon Covell, Esq.   | 8. Phillip Walter.  |
| 3. Mich'l Hayns.         | 9. Jacob Wager.     |
| 4. Henry Markle.         | 10. John Stageman.  |
| 5. Jacob Markle.         | 11. Richard Loucks. |
| 6. George Thompson.      | 12. John Loucks.    |

Colonel James Gray sworn on the part of the plaintiff.

John Dixson sworn on the part of the plaintiff.

John Helmer sworn on the part of the plaintiff.

Conrad Smith sworn on the part of the plaintiff.

Jeremiah French, Esq., sworn on the part of the plaintiff.

Capt. Samuel Anderson on the part of the plaintiff.

They say by their foreman, William Falkner, Esq., verdict for the defendant, and so they say all.

The Court having heard the verdict of the jury dismiss the action with costs of suit, the parties having agreed by their counsel that judgment be immediately passed.

Thos. Walker, Esq., for the plaintiff enters a retrexit, the Court admits the same on payment of costs. Clerk's fees, £1 4s. 6d.

George Barnhart  
vs.  
James Johnston.

Thos. Walker, Esq., moves that tryal come to be heard on Thursday next.

George Barnhart  
vs.  
Jerem'h French,  
Esq.

Mr. James Walker moves that having concluded to the country that a venire do issue returnable on Tuesday, the Court do order the same.

18th JANUARY, 1791.

IN COURT OF COMMON PLEAS, at Osnabruck, the 18th January, 1791, held according to adjournment the 15th ult.

Present: The same Judges.

J. Walker, attorney for the plaintiff, moves that the Sheriff return the venire returnable this day.

George Barnhart  
vs.  
Jeremiah French.  
Esq.

The Sheriff suggests to the Court that on account of the badness of the weather and the distance of the jurors' abode has not admitted of a return.

The Court having considered of the Sheriff's excuse do order that the Court be adjourned till to-morrow at 11 of the clock in the forenoon.

19th JANUARY, 1791.

IN COURT OF COMMON PLEAS, at Osnabruck, the 19th January, 1791, held according to adjournment the 18th ult.

Present: The same Judges.

J. Walker, attorney, prays that the Sheriff show cause why the venire is not returned this day.

The Sheriff returns the venire.

George Barnhart  
vs.  
Jerem'h French,  
Esq.



Mr. Thos. Walker, attorney for the plaintiff, states to the Court that as the venire was returnable yesterday he cannot consent to go into the tryal as to-day, but moves that this cause be continued over till next term, which the Court orders accordingly.

This Court stands adjourned over to the first Monday in June next.

6th JUNE, 1791.

COURT OF COMMON PLEAS, held at Osnabruck, on Monday, the sixth day of June, 1791.

Present: The Honourables Richard Duncan and John McDonell, Esquires.

George Barnhart,  
plaintiff,  
vs.  
Jeremiah French,  
Esq., defendant.

The plaintiff appears in court and persists in the conclusion of his declaration.

The defendant appears in person and defines the force and wrong done him, and says that he is not guilty of the premises in manner and form as set forth in the plaintiff's declaration and of this puts himself upon the country, and moves that a venire do issue immediately, which the Court grant, and order the same to be made returnable the 8th inst., to which time the Court stands adjourned.

8th JUNE, 1791.

COURT OF COMMON PLEAS, held at Osnabruck, 8th June, 1791, agreeable to adjournment of the 6th June inst.

Present: The same Judges.

The Sheriff returned venire.

Accordingly the jury was sworn, who are as follows, viz.:

George Barnhart,  
plaintiff,  
vs.  
Jeremiah French,  
Esq., defendant.

1. John McKenzie, Esq.
2. Jacob Summors.
3. Richard Wilkinson, Esq.
4. William Kay.
5. Andrew Wilson.
6. John Biekie.
7. Miles McDonell.
8. Thomas Swan.
9. Richard Warffe.
10. Mich'l VanCoughnett.
11. Richard Fountain.
12. Jonas Wood, Sen.

Colonel James Gray sworn on the part of the plaintiff.

Major Arch'd McDonell sworn on the part of the plaintiff.

Captain Neil McLean sworn on the part of the plaintiff.

Captain Ranald McDonell sworn on the part of the plaintiff.

Mr. Eb'r Anderson sworn on the part of the plaintiff.

James McPherson sworn on the part of the plaintiff.

David Wright sworn on the part of the defendant.

Robert McGrigor sworn on the part of the defendant.

Capt. Samuel Anderson, on the part of the defendant.

The jury retire to consider of their verdict in charge of John Pressley, constable.

The jury return into court and say by Richard Wilkinson, Esq., their foreman, that they find a verdict for defendant with costs of suit, which verdict the Court confirm.

Mr. James Walker for plaintiffs.

Mr. Rosseter Hoyle, defendant, enters appearance.

To be continued over till to-morrow.

Messrs. McTavish,  
Frobisher & Co.,  
vs.  
Mr. Rosseter  
Hoyle.

Mr. James Walker for plaintiff.

The defendant enters appearance.

To be continued over until to-morrow morning.

J. Walker, Esq., for plaintiff, appears and prays to discontinue his suit, which the Court grant.

Mr. Thomas  
Walker  
vs.  
George Barnhart.

9th JUNE, 1791.

COURT OF COMMON PLEAS, 'held at Osnabruck, on Thursday, the 9th June, as per adjournment of the 8th inst.

Present: The same Judges.

Defendant enters appearance.

Mr. James Walker, attorney for plaintiffs, moves that Mr. John Biekie be heard as prayed for in declaration.

The defendant objects against attachment being granted, and to John Biekie's being examined, as the affidavit made at Montreal by James Hallowell, one of the firm of McTavish, Frobisher & Co., before John Fraser, Esq., one of the Judges of His Majesty's Court of Common Pleas for the District of Montreal, the 3rd inst., is not sufficient to ground a writ of attachment upon, as the affidavit does not contain the words of the ordinance, which are specified therein, to be necessary for granting any attachment, as per the Book of Ordinance, chap. 14th, page

Messrs. McTavish,  
Frobisher & Com-  
pany, plaintiffs,  
vs.  
Rosseter Hoyle.

43, which are: "and is about to secrete the same, or doth abscond, or doth suddenly intend to depart the Province."

Mr. Walker persists in the prayer of his petition, and prays that Mr. Biekie may be heard, notwithstanding anything to the contrary by the defendant alledged, because he says the present is not an original suit, but an incidental one, arising out of and from the one instituted in the Court of Common Pleas for the District of Montreal; that the ground of their complaint is fully stated in the petition, which is all that was necessary, and that the affidavit is not defective according to law in any point whatever.

The Court order that Mr. Biekie be heard accordingly.

Qt.—Whether he has in his hand possession, or power, any, and what monies, goods, effects, bills, bonds, notes, books, papers, or other securities whatsoever belonging to the estate of the defendant, or to the estate of the late Hoyle & Small.

Ans.—That he has some butter and maple sugar, a few bushels of Indian corn and peas.

Qt.—Do you know if Mr. Hoyle has any property of any kind whatever in this District in the hands, possession, or power, of an person, or persons, whatever?

Ans.—He does not know of any.

Qt.—Do you owe any thing to Mr. Hoyle, and is it by bill, bond, or book debt? To what does the same amount, and when it becomes due?

Ans.—He does owe a book debt, but cannot say how much, and does not know when it becomes due.

Qt.—Does the amount of that debt exceed one hundred pounds, and is it under five hundred?

Ans.—He cannot say whether it be one hundred pounds or more.

Mr. Biekie being heard accordingly, it is adjudged that the property acknowledged by him to be in hands belonging to Mr. Hoyle remain attached, and that he do not dispossess himself thereof, or any part thereof till further orders from this Court.

The Court adjourn till Tuesday, the 27th September next.

27th SEPTEMBER, 1791.

In COURT OF COMMON PLEAS, held at Osnabruck, the 27th September, 1791.

Present: The Honorables Edward Jessup and John McDonell, Esquires.



Thomas Walker, Esq., attorney for plaintiff, prays leave to withdraw the suit, it being settled, which prayer the Court grants.

Messrs. McTavish,  
Frobisher & Co.,  
vs.  
Rosseter Hoyle.

J. Walker, Esq., for plaintiff.

Justus Sherwood,  
Esq.,  
vs.  
Samuel Adams.

The defendant appears in person, enters for answer, saith that the words set forth in the declaration said to be by him spoken are true and he is able to prove them.

The plaintiff appears in person.

Jacob Empey  
vs.  
Nicholas Lang.

The defendant appears and says that he found horses in his garden in the night, and that he did drive them out into the highway and not knowing whose they were.

Mr. Walker, for plaintiff, filed his replication and moved that a venire do issue returnable on Thursday next.

Justus Sherwood,  
Esq.,  
vs.  
Sam'l Adams.

The defendant appeared in person and say in answer to Mr. Walker's motion for a venire that he is not ready for tryal on account of two of his principal witnesses being absent and out of the Province.

Mr. T. Walker, for plaintiff, in reply, saith that the defendant cannot by law justify the defamatory words by him acknowledged to have been spoken, and that at any rate he cannot put off the tryal of this cause by any such evasion and ill-founded suggestion.

The Court order that venire do issue as prayed for, the defendant having shown no legal reason to the contrary.

Mr. Thos. Walker, for plaintiff, prays that as the defendant do not appear that a default may be entered against them, which the Court order accordingly.

Mr. Daniel Jones  
vs.  
Wm. & Eph'm  
Merrick.

The plaintiff appeared, and the defendant not appearing, the Court order a default to be entered.

Richard Smith  
vs.  
Daniel Cameron.

Mr. Thos. Walker, for plaintiff, offered arguments in support of his petition.

Wm. Falkner, Esq.,  
vs.  
Joseph Brownell,  
Sen.

The defendant awarded same.

#### COURT OF COMMON PLEAS.

28th SEPTEMBER, 1791.

Present: The same Judges.

Mr. Walker, for plaintiff, moves that this cause be continued till next term on consent of parties, which the Court order.

Justus Sherwood,  
Esq.,  
vs.  
Samuel Adams.

Wm. Falkner, Esq.,  
vs.  
Jos. Brownell, Sen.

Mr. Walker, for plaintiff, moves for judgment on the issue joined.

The Court having considered the arguments of the parties upon the petition presented by plaintiff, order that the execution issued be quashed and that the execution do issue de novo against Wm. Falkner, Esq., in his quality of curator, only the Court reserves the costs.

Jacob Empey  
vs.  
Nicholas Lang.

The plaintiff appears and prays leave to withdraw his action, which the Court grant on payment of costs.

Richard Smith  
vs.  
Daniel Cameron.

.....

The Court stands adjourned over till the last Tuesday in January, 1792.

10th DECEMBER, 1792.

At a COURT OF COMMON PLEAS, held at Osnabruck, on Monday, the tenth day of December, in the year of Our Lord, one thousand seven hundred and ninety-two.

Present: The Honourables Richard Duncan, John McDonell, and John Munro, Esquires.

By order of the Court, read a Commission appointing John Munro, Esquire, to be one of the Justices of the Court of Common Pleas for the Eastern District of the Province of Upper Canada, and a Commission constituting Mr. Cornelius Munro, Gent., to be Sheriff of the said district, both of whom took the oath of office in open court.

Daniel Jones  
vs.  
Wm. & Stephen Merrick.

The plaintiff prays that this cause may lay over till next term, which prayer the Court accordingly grant and order the same to be continued.

Simeon Coville  
vs.  
Abell & Jas. Harrington.

The parties duly called do not appear, the Court therefore order this action to be dismissed.

Charles Bennet  
vs.  
Thos. Stratton.

The Sheriff returned the writ of attachment.  
The plaintiff and defendant being duly called, neither of them appear.  
Ordered to lay over till to-morrow morning.

John Barnhart  
vs.  
George Barnhart.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendant does not appear.

The Sheriff returned the writ.  
The plaintiff appears and enters retraxit.

Hugh Ross  
vs.  
John Smith.

The Sheriff returned the writ.  
Plaintiff appears and enters retraxit.

Hugh Ross  
vs.  
John Pescod.

The plaintiff and defendant being duly called and neither appearing, the Court therefore order this action to be dismissed, the plaintiff paying costs.

Daniel McIntosh  
vs.  
Murdoch  
McPherson.

The plaintiff appears and filed declaration.  
The defendant being duly called does not appear.  
This cause order to lay over till to-morrow morning.

Justus Sely  
vs.  
Hugh Johns.

The Sheriff returned the writ.  
The plaintiff appears and enters retraxit.

Mr. Hugh Ross  
vs.  
Ziba Phillips,  
Thos. Sherwood,  
Esq.

The Sheriff returned the writ.  
Plaintiff appears and filed declaration.  
Court adjourned till to-morrow morning at 10 o'clock.

Mr. Allan Paterson  
vs.  
Jared Sely.

## TUESDAY, 11th DECEMBER, 1792.

The Court met pursuant to adjournment.  
Present: The same Judges.

The parties being again duly called neither of them appear. The Court do therefore order this suit to be dismissed, and that the plaintiff do pay the costs that have accrued in this action.

Charles Bennet  
vs.  
Thos. Stratton.

The plaintiff prays default may be entered against the defendant in this action.

John Barnhart  
vs.  
George Barnhart.

The Court order the default to be entered against the defendant. Upon reconsideration it is ordered that this cause be dismissed from the old process, and to commence de novo.

The Court having seen the process in this action which was made returnable at a term Court, when there were not judges enough in the District to compose a term Court, consequently there was no term Court held at the time appointed for the return of the process in this suit. The Court are therefore of opinion that this action is not in existence on the old, or first process, and order that it do commence de novo.

Justus Sely  
vs.  
Hugh Johns.

This action having been continued over from the term held on the twenty-eighth day of September, which was in

Justus Sherwood,  
Esq.,  
vs.  
Mr. Samuel Adams.



the year one thousand seven hundred and ninety-one, till the next ensuing term after the above date, which term Court was advertised to be on the thirty-first day of January then next ensuing from the above date, at Osnabruck, at which time and place the defendant did appear in pursuance of the continuation of the suit; but there not having been judges enough in this District to compose a term Court at the above appointed time, there was none held.

The Court are therefore of opinion that the defendant is discharged from the old process by his attendance and appearance on the aforesaid thirty-first day of January, and do therefore order that this action be commenced de novo, and that new process do issue for that purpose.

Mr. Allan  
Paterson  
vs.  
Jared Sely.

On motion and prayer of the plaintiff, and on the defendant being duly called and not appearing, the Court order a default to be entered against him, and that a copy of the same be served upon the defendant.

Mr. John McGill,  
of Montreal,  
merchant,  
vs.  
John McDonell,  
curator to the  
estate of Duncan  
McDonell,  
deceased.

On motion and prayer of Mr. Richard Wilkinson, of Charlottenburg, merchant, it is ordered that the defendant do be and appear before the Judges of His Majesty's Prerogative Court for the District of Luneburg, at the house of Richard Loucks, in Osnabruck, on Wednesday, the sixteenth day of January now next ensuing, then and there to render in upon oath a just and true account of what he, as Curator to said estate, shall have done relative to disposing of the property thereunto belonging and appertaining, and towards discharging the debt and demands against the same. This rule to be served upon the Curator that he may attend accordingly.

RICHARD DUNCAN, *J.C.P.*  
J. McDONELL, *J.C.P.*  
JOHN MUNRO, *J.C.P.*

14th JANUARY, 1793.

At a COURT OF COMMON PLEAS, held at Osnabruck, on Monday, the fourteenth day of January, one thousand seven hundred and ninety-three.

Present: The Honourables Richard Duncan, John McDonell, and John Munro, Esquires.

Justus Sherwood,  
Esq.,  
vs.  
Mr. Samuel Adams.

The Sheriff returned the writ.  
The plaintiff appears and files declaration.  
The defendant appears and says that he is not prepared for tryal by reason that his evidence are absent and could

not be brought to this term Court, and therefore prays that this cause may be put off and continued over till next term to which the plaintiff says he has no objection, wherefore the Court do order this suit to be continued over till next term.

Default having been entered against the defendant in the last term, but neither of the parties now appearing, it is in consequence ordered that this cause be dismissed.

Daniel Jones  
vs.  
Wm. & Stephen  
Merrick.

The Sheriff returned the writ.

The plaintiff appears and filed declaration and a note of hand from the defendant.

Justus Sealye  
vs.  
Hugh Johns.

The declaration being read and the defendant being duly called and not appearing, the plaintiff prays default may be entered against the defendant, which is ordered accordingly.

The Sheriff returned the writ.

The plaintiff appears and files declaration and exhibits a power of attorney, and prays that Mr. Allan Paterson, of Matilda, merchant, may be allowed to support his cause under his, the defendant's power of attorney, for that purpose given, which the Court admit.

John Barnhart  
vs.  
George Barnhart.

The defendant appears and says that he has received no summons at the suit of the plaintiff to appear here this day, that he is here at present on other business, and that therefore he is not prepared for trial at this Court, and prays that this plea may be admitted, the Court admit the plea accordingly and discharge him this suit for the present.

The Sheriff returned the writ.

Plaintiff appears and filed declaration.

The defendant appears and makes it appear to the Court, by the plaintiff that they settled this action between them, wherefore the plaintiff prays a discontinuance of the suit, which the Court grant, on the costs being paid.

Alexander Rose  
vs.  
James Wilson.

The Sheriff returned the writ.

The plaintiff appears and filed declaration and his account against the defendant, acknowledged by the defendant's writing at the bottom thereof to be a just and true account.

Mr. Allan  
Paterson  
vs.  
Jacob Carns.  
(Execution 4th  
Feb'y, 1793.)

The defendant appears and acknowledges the debt.

The Court do therefore condemn him to pay to the plaintiff the sum of sixteen pounds, three shillings and sixpence currency, with costs of suit.

Allan Paterson  
vs.  
Jard Seley.  
(Execution 4th  
Feb'y, 1793.)

The plaintiff appears and files two notes of hand signed by the defendant, one for six pounds, five shillings, the other for forty-six pounds, thirteen shillings and ninepence, currency. The plaintiff represents to the Court that he obtained in the term of this Court held on the eleventh day of December now last past a default against the defendant, and that as the defendant does not appear at this time he, the plaintiff, humbly conceives himself entitled to a judgment against the defendant, and prays that it may be entered accordingly.

The Court having heard the merits of the suit, are of opinion that the plaintiff is entitled to a judgment against the defendant, and do therefore condemn the defendant to pay to the plaintiff the sum of fifty-two pounds, eighteen shillings and ninepence currency, with costs of suit.

Hugh Ross  
vs.  
John Anable.

The Sheriff returned the writ.

The plaintiff appears and filed declaration.

On motion and prayer of the plaintiff, it is ordered that this cause be put off and continued over to the next term.

Joseph Burton  
vs.  
Lewis Nadeau.

The Sheriff returned the writ.

The plaintiff filed declaration.

The defendant appears and acknowledges that he did call the plaintiff a thief, but represents to the Court that the notice he had to prepare for trial was too short, that therefore he is not at present ready to plead to the issue of this cause, and prays that the cause be put off and continued over till next term, which the Court accordingly grant and order the same to be continued over till next term.

Stephen Miller  
vs.  
Joseph Anderson.

The Sheriff returned the writ.

The plaintiff appears and files declaration, and an account against the defendant for the sum of seventy-five pounds, ten shillings and sevenpence currency.

The defendant appears and denies that the account is just, neither is he guilty as set forth in the plaintiff's declaration.

By and with the consent of the parties, the Court orders that this dispute in account be adjusted by arbitrators mutually to be chosen by the parties, and an umpire to be chosen if necessary, and that the arbitrators shall be carpenters. The parties in consequence have chosen, on the part of the plaintiff, William Kay, of the Town of Cornwall, and on the part of the defendant, Andrew Millross, of the Township of Cornwall, to be arbitrators in this cause, and in case the said arbitrators cannot agree they



shall chose an umpire, the arbitrators before they enter upon this duty to be sworn before a magistrate to do equal justice to plaintiff and defendant, that when the arbitrators shall have agreed either between themselves or by an umpire the award or umpirage shall be delivered into the next term Court for the final approbation or disapprobation thereof. This rule to be served upon the arbitrators that they may proceed accordingly.

The Sheriff returned the writ.

The plaintiff filed declaration, and an account against the defendant for the sum of seventeen pounds, six shillings and ninepence currency.

The defendant appears, and for his plea says that he is in nothing guilty as set forth in the plaintiff's declaration.

By and with the consent of parties, the Court order this cause to be submitted to the arbitrament of William Kay, of the Town of Cornwall, carpenter, chosen on the part of the plaintiff, and Andrew Millross, of the Township of Cornwall, carpenter, chosen on the part of the defendant, and if they cannot agree upon the matter in dispute they shall choose an umpire, and before the arbitrators enter upon this duty they shall be sworn before a magistrate to do equal justice to plaintiff and defendant, and that they the said arbitrators shall return their award, or umpirage, into the next term Court, to be then and there finally approved or disapproved by the judges. This rule to be served upon the said arbitrators that they may proceed accordingly.

The Court adjourned till Wednesday, the 16th January instant, at 10 o'clock in the forenoon.

#### WEDNESDAY, 16th JANUARY, 1793.

The Court met pursuant to adjournment.

Present: The same Judges.

The Sheriff returned the writ.

The plaintiff appears and files declaration and exhibits to the Court two notes of hand, one for fifteen pounds, eleven shillings and sixpence, bearing date 17th July, 1792, the other for thirty-four pounds, twelve shillings, bearing date 23rd July, 1792, the first signed by John German, and the other signed by Sherwood & Bennett, making together the sum of fifty pounds, three shillings and sixpence, which sum the plaintiff demands of the defendant.

The defendant appears and says for his plea that he is not indebted to the plaintiff as is set forth in the declaration, which he (the defendant) prays may be inquired of.

27 A.

Stephen Miller

vs.

Samuel Anderson.

Jeremiah French

vs.

George Barnhart.

John Bradshaw, being duly sworn to give evidence in this cause, and being asked by the Court whether he (this deponent) was present at the time of passing the notes exhibited to the Court by the plaintiff from the defendant to the plaintiff.

Answer by the deponent, I was not present.

Question by the Court.—Were you present at any other time when the plaintiff and defendant had any conversation respecting the said notes?

Answer by the deponent.—I was, on the thirtieth day of July now last past, at the house of the plaintiff when a conversation happened between the plaintiff and defendant respecting the notes now in question, where I heard the defendant request of the plaintiff a receipt in full of all demands, to which the plaintiff answered that if he (the plaintiff) should receive the full amount of the notes endorsed by the defendant, and then in the plaintiff's possession, he would give the defendant such a receipt, to which the defendant replied: Sir, do you think I am such a fool as to give you so much (mentioning a sum which I do not now recollect) over and above the sum you demand of me, for nothing, and that you should come upon me for that sum again? In answer to which the plaintiff replied: You may depend upon it. The defendant then said: Give me up the notes and I will pay you your money, to which the plaintiff returned: I have sent your notes to town, to Mr. McGregor's, but as they are not yet gone to Montreal upon your paying the money the notes shall be stopped.

Question by the plaintiff.—Did you hear the defendant at that time say that he had borrowed from Tomma, an Indian, ten pounds, out of which he wished to reserve enough to pay you your fees as Deputy or sub-Sheriff, and also to pay the Sheriff his fees that had accrued in a former action between the parties in this suit?

Answer.—No.

Question by the defendant.—Did you hear the defendant say that he would pay the plaintiff the full amount of the notes or the neat sum due from the defendant to the plaintiff?

Answer.—I understood it to be the sum due from the defendant to the plaintiff, or the amount of an execution against the defendant at the suit of the plaintiff in a former action.—John Bradshaw.

Charles Bennitt, being duly sworn to give evidence in this cause, saith that he gave to the defendant at Cornwall, on the twenty-third day of July now last past, in conjunction with Samuel Sherwood, and under the firm of Sherwood & Bennitt, a note of hand for thirty-four

pounds, twelve shillings currency; twenty pounds, on account of which he, or they, were to pay to Messrs. Auldjo & Maitland, merchants, of Montreal, on their arriving at that place, but on their arriving they found that their obligation was not in the possession of Auldjo & Maitland, and learnt that it was in the hands of a Mr. John Plat, blacksmith, of Montreal, who was agent for the plaintiff, and held the note in consequence of an endorsement from the defendant to the plaintiff, that he (Bennitt) offered to pay the said twenty pounds to the said Plat, the acceptance of which he, the said Plat, refused unless the whole sum should be paid. He (Bennitt) then offered to the said Plat a raft of staves, which would have more than satisfied the note; this the said Plat also refused, in consequence of which the note was not paid and still remains unpaid, nor have they, the said Sherwood & Bennitt, since been in a situation to satisfy the same.

Question by the Court.—Did you make to the said Mr. John Plat any promise that you would settle or pay the said note before you left the town of Montreal?

Answer.—I told Mr. Plat that I would not leave the town without his knowledge if the note was not settled, and accordingly I did not leave the town without his advice to do so.

Question by the Court.—Had you been sued on your arrival at Montreal for the amount of the note, would you have then been able to pay it?

Answer.—Yes.

Question by the plaintiff: Had you, at the time that Mr. Plat gave his consent for you to leave Montreal, a sufficiency of property at that place to satisfy the note?

Answer.—No, but Mr. Plat knew that the property (which was rafts) was to leave Montreal, two days before they were taken away from that place.—Charles Bennitt.

The Sheriff returned the writ.

The plaintiff appears and filed declaration.

The defendant appears.

The Court adjourned till to-morrow morning at nine o'clock.

James Clark  
vs.  
John Cafford.

THURSDAY, 17th JANUARY, 1793.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff filed a letter to him from Mr. John Plat, of Montreal.

Jeremiah French  
vs.  
George Barnhart.



The defendant exhibits to the Court a receipt from the plaintiff, viz.: Received 25th July, 1792, from Mr. George Barnhart the sum of seventy-five pounds, all demands that I have against him for execution issued out of the Court of Common Pleas for the District of Montreal against the property of the said George Barnhart, as witness my hand,

(Signed)

JEREMIAH FRENCH.

The Court having seen the declaration, plea, and other exhibits filed in this cause, and heard the parties and evidence respectively, are of opinion, upon mature deliberation of the merits of the case, that there is no cause of action against the defendant. The opinion of the Court is founded upon the following principles, viz.:

1st. Because it is a law amongst merchants that notes tendered for payment must be indorsed to the person who applies for payment in order to make them negotiable; this was not done in the present instance. On this account the notes were not a legal tender.

2nd. And because, if this obstacle did not occur, the want of a regular protest rendered the claim of the plaintiff abortive.

3rd. Because the length of time between the presentment and the return (even if tendered) admits that there was an implied credit given to the drawers, which should not operate to the prejudice of the defendant who endorsed the notes.

And, lastly, because the receipt in full from the plaintiff to the defendant warrants an opinion from this circumstance alone that the notes were taken as absolute and not conditional payment.

The Court do therefore dismiss the defendant from this action with costs of suit to be taxed to him.

James Clark  
vs.  
John Cafford.

The plaintiff filed two advertisements, one from John Cameron informing the public that he (John Cameron) had purchased one fourth part of lot No. 20, on the south side of the River au Raisin, which is now in dispute between the plaintiff and defendant, and the other advertisement from the plaintiff, indicating his wish to dispose of said lot and offering the same for sale.

The defendant appears and says for his plea that he is not guilty as laid in the declaration, and that he has always been and is now ready to give up possession of the lot in dispute to the plaintiff upon his (the plaintiff) paying to him (the defendant) the value of the improvements which he has made on the said lot during his possession thereof.

The Court do order that at the end of eight months from this day, the defendant shall give up quiet possession

of Lot No. twenty, in front of the south side of the Riviere au Raisin, to the plaintiff, who is the legal proprietor, but previous to this the plaintiff shall pay to the defendant the value of his improvements on said lot, to be estimated and determined by arbitration respectively chosen by the parties in this suit, and in pursuance of this order they have chosen John McIntire and Daniel MacArthur on the part of the plaintiff, and Daniel Campbell and John McGruer on the part of the defendant, who shall be sworn before a magistrate to do equal justice to plaintiff and defendant, and in case the arbitrators above chosen do not agree upon the matter in dispute they shall choose an umpire, also to be sworn, and it is further ordered by the Court that the award of the said arbitrators, or umpirage, shall be returned into this Court at the next term to remain as a record in this suit, and further that the plaintiff and defendant shall pay their equal proportion of the costs of this suit, and that the defendant shall have the crop produced or to be produced on the said lot for this present year. This rule to be served upon the arbitrators that they may proceed accordingly.

Richard Duncan, *J.C.P.*  
J. McDonell, *J.C.P.*  
John Munro, *J.C.P.*

James Clark,  
his  
John X Cafford.  
mark.

25th FEBRUARY, 1793.

At a COURT OF COMMON PLEAS, held at Stormont, in and for the District of Lunenburg, on Tuesday, the 26th February, 1793.

Present: The Honourables Richard Duncan, John McDonell, and John Munro, Esquires.

The plaintiff appears by his agent, Justus Sherwood, Esquire, who on behalf of the plaintiff represents to the Court that the plaintiff obtained a default against the defendant in last term, and now prays that judgment may be entered against the defendant.

The defendant having been duly called does not appear.

In consequence of the said default the Court condemn the defendant to pay to the plaintiff the amount of the defendant's note of hand, being the sum of thirteen pounds, nineteen shillings and threepence currency, together with costs of suit.

Justus Seelye  
vs.  
Hugh Johns.

(Execution 15th  
March, 1793.)

The plaintiff appears and enters retraxit.

James Clark  
vs.  
John Cafford.

Hugh Ross  
vs.  
John Anable.

The plaintiff appears and files note of hand of the defendant, whereon is a balance due to the plaintiff of the sum of fifteen pounds, four shillings and sevenpence.

The defendant having been duly called does not appear.

The plaintiff therefore prays default may be entered against him, which the Court grant accordingly.

Justus Sherwood,  
Esq.,  
vs.  
Mr. Samuel Adams.

The plaintiff appears in person.

The defendant appears by Mr. Antill, attorney. Mr. Antill filed plea for defendant.

The plaintiff, saving and reserving to himself the benefit and advantage of replying to the other matters contained in the defendant's plea, says for reply, that he does and ought to maintain his action against the defendant, and that his action is not prescribed as set forth in the defendant's plea.

The plaintiff represents to the Honorable Court that although he is prepared to join issue with the defendant on the action as set forth in the plaintiff's declaration, yet as the defendant's plea of prescription appears to be a point in law of which the plaintiff is ignorant, he humbly prays the Honorable Court will indulge him with time to procure counsel.

The Court take the prayer of the plaintiff into consideration.

Motion by Mr. Antill on the part of the defendant: As Mr. Sherwood is not prepared with counsel to assist him, declines speaking to the point, and prays the Court to take into their consideration the issue joined between the parties whether the above action is prescribed by law or not.

The Court take time to consider of the defendant's prayer.

Hugh Ross  
vs.  
John Link.

The Sheriff returned the writ.

The plaintiff appears and filed declaration and a note of hand of the defendant for forty-two pounds, twelve shillings and eightpence currency.

The defendant appears and confesses that he gave the note, and offers reasons to counteract it which the Court cannot admit of.

They therefore condemn the defendant to pay to the plaintiff the said sum of forty-two pounds, twelve shillings and eightpence currency, with costs of suit.

Joseph Burton  
vs.  
Lewis Nadeau.

The plaintiff appears in person.

The defendant appears in person and says that he is now ready to defend this suit, and prays that the cause may be tried by a jury.



The Court grant the prayer of the defendant and order this cause to be tried by a jury and that venire do issue for that purpose, returnable to-morrow at twelve o'clock.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

Alexander Grant  
vs.  
William Brannen.

The defendant appears and says that he has been disabled by sickness and thereby has been prevented from making up his account against the plaintiff. That the plaintiff did not furnish him with a copy of the account now exhibited against him, that therefore he is not prepared for trial, and therefore prays that this cause may be put off till next term.

The Court recommend to the parties to come to a settlement between themselves, and order them to withdraw for that purpose.

The parties return into court and cannot come to an accommodation, the Court therefore take up the cause and upon an investigation of their respective claims, find a balance in favour of the plaintiff of eight pounds, one shilling and elevenpence halfpenny, which sum the Court condemn the defendant to pay to the plaintiff with costs, as in actions under ten pounds sterling.

The Court adjourned till nine o'clock to-morrow morning.

WEDNESDAY, 27th FEBRUARY, 1793.

Court met pursuant to adjournment.

Present: The same Judges.

The Court in answer to the point of law referred to their decision respecting the prescription set forth in the defendant's plea are of opinion that it does not apply to this case, as the proceedings in this cause agreeable to the records of the Court were commenced within the time prescribed by law, regularly handed down, and continued, and because the parties at the last term were both present and mutually accorded with respect to a prosecution of the suit upon the same ground, and, moreover, the defendant was then indulged by the Court at his own request and by consent of the plaintiff to adjourn the cause to this term for want of evidence, and did not then state any objection respecting the prescription as now set forth in his plea. But, even supposing there might be a defect in the plaintiff's declaration, the Court conceive that it ought not to operate to extinguish his suit, as the want of proper counsel might readily betray him and others into errors of

Justus Sherwood  
vs.  
Samuel Adams.

this nature, particularly where there is professional counsel on the one side and not on the other.

Mr. Antill, of counsel for the defendant, moves that the plaintiff be ordered to reply instanter to the two points in the defendant's plea remaining unanswered, unless he wishes for time to obtain the assistance of counsel.

The plaintiff moves that time be granted him to obtain counsel before he replies fully to the defendant's plea, which is accordingly granted.

It is ordered on the motion of Mr. Antill, of counsel for the defendant, and with the consent of the plaintiff, personally present in Court, that on the coming of the plaintiff's replication with sufficient proof of a copy having been previously served on the defendant or his attorney, that one or more commissions rogatoire do issue for the examination of such witnesses as either party may think material who reside beyond the jurisdiction of this Court upon interrogatories to be settled between the parties and to be annexed to the said commissions respectively, and it is further ordered that each party do communicate to each other or to their attorneys respectively within two months from the date hereof the interrogatories by them intended to be annexed to the said commissions, and that in default of communication of such interrogatories being given by the plaintiff within the time before mentioned such commissions shall issue on the part of the defendant only.

Alexander Grant  
vs.  
John Cain.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant being duly called does not appear.

The plaintiff filed account against the defendant and his note of hand, and prays default against the defendant.

The Court order that default be entered against the defendant.

John Barnhart  
vs.  
George Barnhart.

The Sheriff returned the writ.

The plaintiff appears and filed declaration.

The defendant appears and denies that he is indebted to the plaintiff in any manner as set forth in the plaintiff's declaration, and prays that he may have time till next term.

Mr. Antill, for the plaintiff, moves that the defendant do not have time, but that he be ordered to produce an order given by the plaintiff to the defendant on Colonel John Buttler for the sum demanded in the declaration, and prays that in default thereof the defendant be condemned to pay to the plaintiff the sum demanded in the declaration. The Court order accordingly, and that defendant do come to trial immediately.

Jacob Carns, of the County of Dundas, yeoman, being duly sworn to give evidence in this cause, saith that he was at Niagara in the month of September last, where he saw Colonel John Buttler, who then told the deponent in a conversation between them concerning the said matter in dispute between the parties in this suit, that the said Colonel John Buttler had paid the order of John Barnhart to George Barnhart, the defendant.

Question on the part of the plaintiff: Did you hear Colonel Buttler say at the time you received the money for a demand you had upon him in September last, that he believed he had already paid the amount of your demand to George Barnhart, the defendant?

Answer.—Yes.

Mr. Antill having referred to the defendant's oath whether he had received the order in dispute or not, he declined taking the oath, but acknowledged to have received the order.

Jacob Carns, being questioned by the defendant whether the cattle sold to Colonel Buttler for which he became indebted to the plaintiff, belong to the plaintiff or to his father's estate?

Answer.—They belonged to the plaintiff.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

One of the defendants, John Krysler, appears; the other, Philip Krysler, being duly called, does not appear.

The defendant, John Krysler, acknowledges the debt.

The plaintiff filed a note of hand given jointly and severally by the defendants, and prays judgment may be entered against the defendant, John Krysler, and that default may be entered against the defendant Philip Krysler.

The Court admit the plaintiff's prayer, and order that a default be entered against Philip Krysler, and condemn the defendant, John Krysler, to pay to the plaintiff the amount of the note of hand, being the sum of fifteen pounds, Halifax currency, with lawful interest on said sum from the eighth day of February in the year of our Lord one thousand seven hundred and ninety-two till actual payment, together with costs of suit.

The plaintiff and defendant appear and file an award of arbitration appointed to investigate the matter in dispute between the parties, by a rule of Court made in the last term.

The Court having seen the award exhibited by the parties, conceive by the wording of it that the work has not been properly investigated. It is therefore ordered

Simeon Coville

vs.

Philip Krysler &  
John Krysler.

Stephen Miller

vs.

Joseph Anderson.



that a new rule be served on the same arbitrators couched in words fully expressive that they are to examine the work and make allowances for any defects or deficiencies in the same, and fully to take cognizance of every other matter in controversy between the said parties relative to the business, and report by an award amended whatever balance they may find due either to the plaintiff or defendant to be delivered in at the next term Court. The Court further order that the parties shall reciprocally exchange accounts as soon as possible for the purpose of facilitating the business.

It is therefore ordered by and with consent of both plaintiff and defendant that this dispute between them be adjusted by arbitrators mutually to be chosen by the parties, and that such arbitrators shall be carpenters, in pursuance of which they have chosen on the part of the plaintiff William Kay, of the Town of Cornwall, and on the part of the defendant Andrew Millross, of the Township of Cornwall, carpenters, who shall be arbitrators, to examine into every matter respecting the grounds of the suit now existing between the parties and all matters of account respecting the same. The arbitrators shall examine the work done by the plaintiff for the defendant and make allowances for any defects and deficiencies that they as carpenters shall find in the said work, and they shall make such deductions from the plaintiff's wages as they shall think necessary and just, and after they shall have made all the necessary investigations and deductions, if any shall be necessary and proper, they shall strike a balance between the plaintiff and defendant and report accordingly on their award to this Court in its next term. And if the said arbitrators cannot agree they shall choose an umpire, who shall be a carpenter, and who shall proceed according to the power given in this rule, and return his umpirage to this Court at the above appointed time for the approbation or disapprobation thereof.

Stephen Miller  
vs.  
Capt. Samuel  
Anderson.

The parties appear and produce an award of arbitration conformable to a rule of Court issued out of this Court in the last term.

The Court having seen the award exhibited by the parties, do find that the arbitrators have awarded to the plaintiff the sum of sevenpence currency, which sum the defendant is condemned to pay to the plaintiff, with costs as in action under the sum of ten pounds sterling.

The defendant paid the debt in court.

John Barnhart  
vs.  
George Barnhart.

On seeing the declaration in this cause and the defendant's plea, and having heard the parties respectively

as well as the evidence, the Court are clearly of opinion from the defendant's own confession with respect to the reception of the orders, that he has made himself responsible for the amount of it, the Court therefore order and adjudge that the defendant pay to the plaintiff the sum of eleven pounds, five shillings currency, with costs of suit.

The Sheriff returned the venire.

The parties appear.

The jury impannelled and sworn to try the issue in this cause were:

Joseph Burton  
vs.  
Lewis Nadeau.

1. Samuel Anderson, Esq.
2. Jeremiah French, Esq.
3. Mr. Hugh Ross.
4. Mr. John Beikie.
5. Mr. David Bruce.
6. Mr. Richard Warffe.
7. Mr. John Emerson.
8. Mr. Andrew Wilson.
9. Mr. Francis Clark.
10. Mr. John Smith, Sen.
11. Mr. Evan Roui.
12. Joseph Anderson, Esq.

Evidence sworn on the part of the defendant: 1, William Potter; 2, John McCaffery; 3, Patrick McGuire; 4, John Grant.

The jury having heard their evidence retire to consider of their verdict, under charge of John Bradshaw, bailiff.

The jury having returned into court say by their foreman, Samuel Anderson, Esquire, that they find a verdict for the plaintiff of five shillings damages and costs of suit, and so they say all.

The Court confirm the verdict of the jury and condemn the defendant to pay to the plaintiff the sum of five shillings for his damages and costs of suit.

The Court adjourned till to-morrow morning at nine o'clock.

THURSDAY, 28th FEBRUARY, 1793.

Court met pursuant to adjournment.

Present: The same Judges.

The Sheriff returned the writ.

The plaintiff appears and files declaration.

The defendant being duly called does not appear.

John Empey &  
Simon Clark  
vs.  
Philip Kryslar.

The plaintiff files a bond of the defendant for sixty pounds currency, and pray default may be entered against the defendant.

The Court order a default to be entered against the defendant accordingly.

Hugh Ross  
vs.  
Farquhar  
McDonell.

The Sheriff returned the writ.

The plaintiff appears and files declaration.

The defendant appears in person and confesses the plaintiff's demand to be justly due to him.

The plaintiff filed two notes of hand, both together amounting to the sum of seventy-nine pounds, five shillings and one penny currency.

The Court having heard the defendant's confession of the debt and ordered the same to be entered of record, do condemn the defendant to pay to the plaintiff the sum of seventy-nine pounds, five shillings and one penny currency and interest on fifty-four pounds, three shillings and fourpence of that sum from the fifteenth day of September in the year of our Lord one thousand seven hundred and ninety, together with costs of suit.

Farquhar  
McDonell  
vs.  
Martin Walter.

Sheriff returned the writ.

Mr. Antill appears for the plaintiff and filed declaration.

The defendant appears in person and says that he did enter into agreement with the plaintiff as set forth in the declaration, but that he has done some work towards completing and fulfilling the obligation.

Mr. Antill for the plaintiff filed a bond from the defendant to the plaintiff.

This cause by consent of parties is ordered to be submitted to the arbitrament of Adam Snyder, of the County of Dundas, yeoman, on the part of the plaintiff, and Adam Empey, of the County of Stormont, yeoman, on the part of the defendant, and in case they cannot agree it is likewise ordered by the Court that Frederick Weaver, of the aforesaid County of Dundas, yeoman, shall act as umpire between them, who, after taking time to investigate the agreement which the plaintiff has exhibited, shall ascertain what the value of the work is which has been neglected to be done, and the damages which have accrued to the plaintiff in consequence thereof, and shall take up any charges which the defendant can substantiate in work, or otherwise to counteract or reduce the demand of the plaintiff. This rule to be served on the arbitrators, who shall give in their award or umpirage at the next term court to be held in and for this district, and that the award of the



said arbitrators or any two of them shall be binding on the parties.

The plaintiff filed affidavit to ground attachment.

Simeon Coville  
vs.  
Abel & James  
Harrington.

The Court adjourned till next term.

RICHARD DUNCAN, *J.C.P.*  
J. McDONELL, *J.C.P.*  
JOHN MUNRO, *J.C.P.*

21st MAY, 1793.

At COURT OF COMMON PLEAS, held at Osnabruck, in the County of Stormont, in and for the Eastern District of the Province of Upper Canada, on Tuesday, the twenty-first day of May, 1793.

Present: The Honourables Richard Duncan and John Munro, Esquires.

The Sheriff returned the writ of attachment.  
The plaintiff appeared and filed declaration.

Simeon Coville  
vs.  
Abel & James  
Harrington.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.

Simeon Covill  
vs.  
Stephen Mirick.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendant appears.

Hugh Ross  
vs.  
John Smith, Sen.

The Sheriff returned the writ.  
The plaintiff appears and filed declaration.

Hugh Ross  
vs.  
Thomas Sherwood.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendants appear.

Robert McGregor  
vs.  
John & Michael  
Quin.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.

Robert McGregor  
vs.  
Robert Gordon.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.

Simeon Covill  
vs.  
Hezekiah Mosher.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.

William Fraser  
vs.  
Thomas & James  
Boyd.

The Sheriff returned the writ.  
The parties having been duly called do not appear.  
It is therefore ordered that this cause be dismissed with cost to be taxed to the defendant.

Amos McKenney  
vs.  
Mrs. Jean  
McIntosh.

Justus Sherwood  
vs.  
Samuel Adams.

The plaintiff appears in person.

The defendant appears in person.

On motion and prayer of the plaintiff, it is ordered that the replication be filed.

Hugh Ross  
vs.  
John Anable.

The plaintiff appears and enters retraxit.

Alexander Grant  
vs.  
John Cain.

The parties, plaintiff and defendant, having been duly called do not appear.

The Court therefore order this cause to be dismissed, with costs to be taxed to the defendant.

Simeon Covill  
vs.  
Phillip & John  
Kryslar.

The plaintiff appears in person and prays that in consequence of a default obtained in the last term against the defendant, Phillip Kryslar, who having been again duly called does make default, the Court will order judgment to be entered up against the said defendant, Phillip Kryslar.

In this action the plaintiff having in last term obtained a judgment against the defendant John Kryslar, and a default against the defendant Phillip Kryslar, and the defendant Phillip Kryslar not appearing at present, the Court do therefore give the same judgment against the defendants, jointly and severally.

Stephen Miller  
vs.  
Joseph Anderson.

The plaintiff appears in person.

The defendant appears in person.

John Empey  
& Simon Clark  
vs.  
Phillip Kryslar.

On motion of Mr. Jacob Farand, it is ordered that he file a power of attorney constituting him agent for the plaintiffs and empowering him to ask judgment against the defendant.

The plaintiffs in this action, having obtained a default in the last term against the defendants, and the defendant still not appearing, the Court, on prayer of the plaintiff's agent, do condemn the defendant to pay the plaintiffs the sum of sixty pounds currency, being the sum contained in the bond filed by the plaintiffs in this cause, with lawful interest on the said sum of sixty pounds from the nineteenth day of February now last past till actual payment, together with costs of suit to be taxed.

Farquhar  
McDonell  
vs.  
Martin Walter.

The plaintiff appears in person.

The defendant appears in person.

This cause having been submitted in the last term to referees, who having brought in their award, the Court find fault with the principle on which the arbitrators took up the business, in consequence of which the Court, with the approbation of the parties, appoint other arbitrators to

settle all matters in controversy between the said parties agreeable to a rule of Court in this action at the last term, and that the persons named for this purpose shall be John Coons and John Smith, who, if they cannot agree in their award, will appoint an umpire and give in their award or umpirage at this term Court.

The plaintiff filed an award of arbitration agreeable to a rule made in this Court at the last term, and prays judgment thereon.

Stephen Miller  
vs.  
Joseph Anderson.

This action having been submitted to arbitration, upon the award being produced, the Court find that each of the accounts have been investigated and balanced, with respect to costs the Court order that the costs accrued in this suit shall be paid in equal proportion by the parties, plaintiff and defendant.

The Court adjourned till to-morrow at nine o'clock in the forenoon.

WEDNESDAY, 22nd MAY, 1793.

The Court met pursuant to adjournment.

Present: The same Judges.

The parties being present in Court, the defendant moves that a Rule of Court be made that if the plaintiff does not within one month from this day give in his interrogatories to Mr. Antill, the defendant's attorney, that then the defendant shall have liberty to proceed and take his witnesses' affidavits, by a commission rogatoire, which shall then be issued on the part of the defendant only.

Justus Sherwood  
vs.  
Samuel Adams.

The Court consider the defendant's motion as inadmissible, and on consideration of the merits of the case determine that whereas it appears to the Court in this cause that the want of equal counsel on the part of the plaintiff at the last term, and the want of the parties' attornies at this term, has involved questions which tend more to puzzle than enlighten, on this account therefore it is ordered that the points which retard the progress of this suit be argued by the respective attornies at the next term, when the Court will then come to a resolution to make a rule in order to remove every difficulty in the way, and it is likewise ordered by the Court that the order for the commission rogatoire in this cause obtained at the last term be suspended for the aforesaid reasons, and that if the attornies do not attend that the Court will, notwithstanding, proceed to put a period to this suit.



Simeon Covill  
vs.  
Abel & James  
Harrington.

The defendants having been duly called do not appear.  
On motion and prayer of the plaintiff, it is ordered  
that a default be entered against the defendant.

Simeon Covill  
vs.  
Stephen Merick.

The defendant having been duly called does not appear.  
On motion and prayer of the plaintiff, it is ordered  
that a default be entered against the defendant.

Filed by the plaintiff a note of hand of the defendant  
for the sum of twenty-nine pounds, eighteen shillings and  
sevenpence, current money of the State of New York,  
equal to nineteen pounds, four shillings, Halifax currency,  
with interest at the rate of seven per cent.

Farquhar  
McDonell  
vs.  
Martin Walter.

The parties appear in Court, and arbitrators agreeable  
to a rule made yesterday in this cause, return their award  
into court, which on motion of the plaintiff is ordered to  
be filed.

Hugh Ross  
vs.  
Thomas Sherwood.

The defendant having been duly called does not appear.  
It is therefore ordered, on motion of the plaintiff, that  
a default be entered against the defendant.

Hugh Ross  
vs.  
John Smith, Sen.

The parties appear in Court.  
The defendant says for his plea that the plaintiff's de-  
mand is just, as laid in the declaration.

The plaintiff filed a note of hand of the defendant and  
prays judgment thereon.

The defendant appears and confesses the debt, where-  
fore the Court condemn him to pay to the plaintiff the  
sum of fourteen pounds, three shillings and one penny,  
Halifax currency, being the amount of the defendant's  
note of hand filed in this cause by the plaintiff, together  
with costs of suit.

Robert McGregor  
vs.  
John & Michael  
Quin.

On motion of the plaintiff, it is ordered that the de-  
fendants do reply to the declaration this day, and accord-  
ingly the defendant, Michael Quin, says for his plea that  
he is in no wise guilty as set forth in the plaintiff's de-  
claration, and the defendant John Quin says for his plea  
that he is not indebted to the plaintiff in the full sum as  
set forth in the declaration, but confesses to have had deal-  
ings with the plaintiff and that there may be a balance  
due from him to the plaintiff, of which he prays the truth  
may be inquired.

The plaintiff filed an attested account against the de-  
fendants, wherein there appears a balance due to the plain-  
tiff of the sum of sixteen pounds, seven shillings and nine-  
pence halfpenny currency.

The defendant John Quin represents to the Court that at the time the British Government granted compensation to such suffering Loyalists as had lost their property by their adherence to that Government, he (the defendant) appointed Messrs. Dobie & Badgely to be his agents to receive the compensation that might be allowed to him, and that he has never had an account current from then which ought to have been given to him by the plaintiff who acted as an agent to the said Messrs. Dobie & Badgely, of Montreal, merchants, and that consequently he does not know whether there is any balance on that account due to him or not.

The plaintiff comes forward and makes oath that the said account current was delivered by him to the defendants.

The defendant having been duly called does not appear.

It is therefore ordered on motion of the plaintiff that a default be entered against the defendant.

Robert McGregor  
vs.  
Robert Gordon.

The defendant having been duly called does not appear.

It is therefore ordered on motion of the plaintiff that a default be entered against the defendant.

Simeon Covill  
vs.  
Hezekiah Mosher.

The defendants having been duly called do not appear.

It is therefore ordered on motion of the plaintiff, personally present in Court, that a default be entered against the defendants.

William Fraser  
vs.  
James & Thomas  
Boyd.

The Court having seen the award filed in this cause, and the arbitrators having therein awarded to the plaintiff the sum of twelve pounds, five shillings, Halifax currency, for his damages, the Court do confirm the same, and condemn the defendant to pay to the plaintiff the said sum of twelve pounds, five shillings, Halifax currency, together with costs of suit, to be taxed.

Farquhar  
McDonell  
vs.  
Martin Walter.

The parties having been heard fully on their respective behalves the Court do order and adjudge that the defendants do pay to the plaintiff the sum of sixteen pounds, one shilling and twopence halfpenny currency, being the sum demanded in and by the plaintiff's declaration, and the Court do further condemn the defendants to pay to the plaintiff the costs of this suit.

Robert McGregor  
vs.  
John & Michael  
Quin.

With consent of the plaintiff, personally present in court, it is ordered that execution upon this judgment be stayed for three months from this day.

The Court adjourned till next term.

RICHARD DUNCAN, *J.C.P.*  
JOHN MUNRO, *J.C.P.*

## LIST OF NAMES.

- |  |                           |
|--|---------------------------|
| 1. Capt. Hugh McDonell.                    | 25. Mr. George Stewart.   |
| 2. Capt. John McDonell.                    | 26. Mr. John Cadman, Sen. |
| 3. Capt. John McKenzie.                    | 27. Mr. David Jacobs.     |
| 4. Capt. Ran'd McDonell.                   | 28. Capt. Jno. Stegmann.  |
| 5. Mr. Andrew Wilson.                      | 29. Mr. William Morgan.   |
| 6. Thos. Swan, Esq.                        | 30. Mr. Samuel Moss.      |
| 7. Mr. Robert McGrigor.                    | 31. Mr. Conrad Defoe.     |
| 8. Mr. John Biekie.                        | 32. Mr. John Wilson.      |
| 9. Mr. Richard Warffe.                     | 33. Mr. John Coons.       |
| 0. Mr. Miles McDonell.                     | 34. Mr. John Empey.       |
| 11. Capt. Neil McLean.                     | 35. Mr. Adam Empey.       |
| 12. Capt. Ran'd McDonell,<br>R. au Raison. | 36. Mr. Wm. Empey, Sen.   |
| 13. Major Arch McDonell.                   | 37. Mr. Nicholas Ault.    |
| 14. Mr. Jeremiah French.                   | 38. Mr. Jos. Loucks.      |
| 15. Mr. Eb'r Wright.                       | 39. Mr. John Pescot.      |
| 16. Mr. David Robinson.                    | 40. Mr. Geo. Barnhart.    |
| 17. Mr. Daniel Campbell.                   | 41. Mr. Nathan Putnem.    |
| 18. Mr. Phillip Empey.                     | 42. Mr. John McNairn.     |
| 19. Mr. Abraham Marsh.                     | 43. Mr. Evan Royce, Sen.  |
| 20. Mr. John Annibal.                      | 44. Mr. Levy Baily.       |
| 21. Mr. Andrew Millross.                   | 45. Mr. Jonas Wood, Sen.  |
| 22. Joseph Brownell, Sen.                  | 46. Mr. John Browning.    |
| 23. Mr. James Forsyth.                     | 47. Mr. John Markely.     |
| 24. Mr. John Dixson.                       | 48. Mr. Frederick Wever.  |

## UPPER CANADA EASTERN DISTRICT.

5th NOVEMBER, 1793.

At a COURT OF COMMON PLEAS, held at Osnabruck, in the County of Stormont, in and for the Eastern District of the Province of Upper Canada, on Tuesday, the fifth day of November, in the year of our Lord one thousand seven hundred and ninety-three, and in the thirty-fourth year of the reign of our Sovereign Lord, George the Third, etc.

Present: The Honorables John McDonell and John Munro, Esquires.

Robert McGregor  
vs.  
John Bryon.

The plaintiff appears, and moves the Court that he be admitted to file his affidavit for grounding process of attachment against the defendant. The Court admit of the plaintiff's motion, and he accordingly filed the affidavit.

The defendant having been duly called does not appear.

The Sheriff returned the process of attachment and summons.

The plaintiff filed declaration.



The plaintiff appears.  
The defendant appears.  
Ordered by the Court, that this cause be called again to-morrow.

Charles Bennitt  
vs.  
Thomas Stratton.

The Sheriff returned the writ.  
The plaintiff appears and filed declaration.  
The defendant having been duly called does not appear.

William Loucks  
vs.  
John Storing.

On motion of Jacob Farrand, of the County of Stormont, Esquire, agent for the plaintiff, duly appointed by special power of attorney for that purpose, it is admitted that the said power of attorney be filed, and it was accordingly filed.

Terence Smith  
vs.  
John Man.

The Sheriff returned the writ.  
Jacob Farrand, Esquire, appears as agent for the plaintiff and filed declaration.  
The defendant having been duly called does not appear.  
Ordered to lay over till to-morrow.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendant having been duly called does not appear, therefore on motion of the plaintiffs it is ordered that a default be entered against the defendant.

Wilkinson & Beikie  
vs.  
Joseph Falkner.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendant having been duly called does not appear, therefore, on motion of the plaintiffs, it is ordered that a default be entered against the defendant.

Wilkinson & Beikie  
vs.  
John McCredy.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendant having been duly called does not appear, therefore, on motion of the plaintiff, it is ordered that a default be entered against the defendant.

John Beikie  
vs.  
John McCredy.

The Sheriff returned the writ.  
The plaintiff appeared.  
The defendant did not appear.  
With consent of the plaintiff, ordered to lay over till to-morrow.

William Fraser  
vs.  
William Robertson

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendant having been duly called does not appear, therefore, on motion of the plaintiff, it is ordered that a default be entered against the defendant.

William Fraser  
vs.  
Joseph Griffin.

Joseph Robinson  
vs.  
John Rorbach &  
Catherine  
Rorbach.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendants having been duly called do not appear.  
Ordered to lay over till to-morrow.

Joseph Robinson  
vs.  
Jacob Bonisteel  
& Christian  
Bonisteel.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendants having been duly called do not appear.  
Ordered to lay over till to-morrow.

John Bass  
vs.  
Stephen Merick.

The Sheriff returned the writ.  
The parties, plaintiff and defendant, having been duly called, neither of them appear, it is therefore ordered that this cause be dismissed with costs.

Thomas Petters  
vs.  
Major Watson.

The Sheriff returned the writ.  
The plaintiff appears.  
Ordered to be called again to-morrow.

Ordered by the Court that such writs and causes as were made returnable here this day and cannot be returned by reason of the lateness of the night, shall lay over and be returned to-morrow.

The Court adjourned till to-morrow at nine o'clock in the forenoon.

### WEDNESDAY, 6th NOVEMBER, 1793.

The Court met pursuant to adjournment.  
Present: The same Judges.

Thomas Petters  
vs.  
Major Watson.

The plaintiff appeared and filed declaration.  
The defendant having been duly called does not appear, therefore, on motion of the plaintiff, it is ordered that a default be entered against the defendant.

John Potier  
vs.  
Nicholas Kilmore.

The Sheriff returned the writ.  
The parties having been duly called, but neither of them appearing, it is ordered that this suit be dismissed with costs to be paid by the plaintiff.

Joseph White  
vs.  
Samuel Shipman.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendant appears.

Joseph White  
vs.  
John McNeil.

The Sheriff returned the writ.  
The plaintiff appears and entered retraxit.

The Sheriff returned the writ.  
 The plaintiff appeared and filed declaration.  
 The defendant having been duly called does not appear.  
 Therefore, on motion of the plaintiff, it is ordered that default be entered against the defendant.

Joseph White  
 vs.  
 Joseph Griffin.

The Sheriff returned the writ.  
 The parties being called, neither of them appear in person, but the plaintiff, by an agent, prays that this cause may lay over till the last day of this term without being dismissed.

Joseph Anderson  
 vs.  
 David Bissell.

The Sheriff returned the writ.  
 The plaintiff appeared and filed declaration.  
 The defendant having been called does not appear in person, but Doctor Solomon Jones, of Augusta, appears for him, and moves that he be admitted to file a power of attorney constituting him agent for the defendant, which the Court admit, and the power of attorney is accordingly filed.

William Buell  
 vs.  
 Daniel Jones.

Dr. Solomon Jones further represents to the Court that he only appears this day to enter appearance for the defendant, who is prevented from appearing in person by sickness in his family, and therefore prays that the Court will put off and continue this cause over till the next term.

The Court, therefore, with consent of the plaintiff, personally present in Court, order that this cause shall lay over and be continued till the next term.

The Sheriff returned the writ.  
 The plaintiff appeared and filed declaration.  
 The defendants having been duly called, do not appear.  
 On motion of the plaintiff, it is ordered that this cause be continued and lay over till the next term, and that the defendants do appear on the second day of the said next term and then answer to the declaration now filed.

William Buell  
 vs.  
 Marcy Buell,  
 executrix, and  
 Bemsley Buell,  
 executor to the  
 estate of Timothy  
 Buell, deceased.

The Sheriff returned the writ.  
 The plaintiff appeared and filed declaration.  
 The defendant appeared.

Oliver Sweet  
 vs.  
 Peet Seelye.

Ordered to lay over and be called again to-morrow.

Terence Smith  
 vs.  
 John Man.

The Sheriff returned the writ.  
 The plaintiff appeared and filed declaration.  
 The defendant having been duly called does not appear.  
 It is therefore ordered that a default be entered against him.

Simeon Covill  
 vs.  
 Joseph Griffin.



William Fraser  
vs.  
William Robertson

The plaintiff filed declaration.  
The defendant appeared.  
Ordered to lay over till Friday, the 8th inst.

William Robison  
vs.  
Jacob Carns.

The Sheriff returned the writ.  
The plaintiff appeared and filed declaration.  
The defendant appeared.

John McKinivan  
vs.  
Henry Bolton.

The Sheriff returned the writ.  
The plaintiff, John McKinivan, being deceased since the institution of this suit, Christy McKinivan, his widow and relict, is allowed to appear as plaintiff and support the suit, and accordingly she appeared and filed declaration.  
The defendant appeared.

Justus Sherwood  
vs.  
Samuel Adams.

The plaintiff appears in person.  
The defendant having been duly called does not appear.  
It is therefore ordered, on the motion and request of the plaintiff, that this cause shall lay over, and be called again on Friday, the eighth day of this present month, November, in order that the defendant may have an opportunity to appear.

Simeon Covill  
vs.  
Abel & James Harrington.

The plaintiff appears in person.  
The defendants having been duly called do not appear.  
The plaintiff represents to the Court that on the twenty-second day of May now last past, he obtained in this Honorable Court a judgment of default against the defendant; that after having been duly called on this day, they (the defendants) do still continue to make default, and that he therefore humbly prays that this Honourable Court will proceed to give final judgment against the defendants for the sum demanded in his declaration, with cost of suit.

It is therefore ordered that a jury be immediately impanelled to try the merits of this cause, and that the plaintiff do give the special matter in evidence to the jury, and accordingly the jury impanelled and sworn to try the issue of this cause were:

- |                       |                   |
|-----------------------|-------------------|
| 1. Frederick Weaver.  | 7. Jacob Alick.   |
| 2. Farquhar McDonell. | 8. Philip Walter. |
| 3. Peter Fetterly.    | 9. Jacob Merkle.  |
| 4. Frederick Bouck.   | 10. Jacob Weagar. |
| 5. Jacob Garlouch.    | 11. Henry Merkle. |
| 6. John Shell.        | 12. Henry Stata.  |

Evidence on the part of the plaintiff: Doctor Solomon Jones.

The jury, after hearing the evidence produced in this cause and seeing the exhibits filed in the same, without retiring from the bench say by their foreman, Jacob Weagar, that they find a verdict for the plaintiff of twenty pounds, and so they say all, and with costs.

The Court having heard and considered the verdict of the jury, do confirm the same and order and adjudge that the defendant do pay the plaintiff the said sum of twenty pounds, with costs of suit, to be taxed.

The plaintiff appears and enters retraxit.

Simeon Covill  
vs.  
Stephen Merick.

The parties having been duly called and neither of them appearing, it is ordered that this cause be dismissed.

Hugh Ross  
vs.  
Thomas Sherwood.

The plaintiff appears in person.

The defendant having been duly called does not appear.

Robert McGregor  
vs.  
Robert Gordon.

The plaintiff filed a note of hand, or promissory note, of the defendant, bearing date the twenty-third day of June, which was in the year of our Lord one thousand seven hundred and ninety, for the sum of nineteen pounds, five shillings and sevenpence, Halifax currency.

The plaintiff represents to the Court that in the last term, to wit, on the twenty-second day of May now last, he obtained a default against the defendant, that whereas the defendant upon being again called this day does still make default, therefore he humbly prays that this Honorable Court will proceed to give final judgment in this cause.

The Court therefore order that a jury be immediately impanelled to try the merits of this cause, and accordingly the jury impanelled and sworn to try the issue of this cause were:

- |                       |                    |
|-----------------------|--------------------|
| 1. Alexander McDonell | 7. Henry Merkle.   |
| 2. Jacob Dorin.       | 8. Peter Fetterly. |
| 3. Peter Brouse.      | 9. John Shell.     |
| 4. Gideon Adams.      | 10. Henry Stata.   |
| 5. Caleb Seamen.      | 11. Jacob Weagar.  |
| 6. Joseph Loucks.     | 12. Adam Empey.    |

The jury having seen the exhibits filed in this cause, without retiring from the bench, say by Gideon Adams, their foreman, that they find a verdict for the plaintiff for the sum of nineteen pounds, five shillings and sevenpence, Halifax currency, with costs, and so they say all.

The Court having heard and considered the verdict of the jury do confirm the same, and order and adjudge that the defendant do pay to the plaintiff the said sum of nine-

teen pounds, five shillings and sevenpence, Halifax currency, with costs of suit to be taxed.

Charles Bennitt  
vs.  
Thomas Stratton.

The Sheriff returned the writ.

The plaintiff appears, and filed declaration by permission of the Court.

The defendant appears, and moves the Court that he may be permitted to file plea to the plaintiff's declaration, and plea in abatement to the writ of attachment sued out by the plaintiff, in this action, as also the proceedings in an action commenced on the tenth day of March, in the year of our Lord one thousand seven hundred and ninety-two.

The plaintiff moves that he may be permitted to file answer to the defendant's motion, which the Court accordingly grant.

The Court will consider of this and give judgment thereupon to-morrow.

The Court adjourned till to-morrow at nine o'clock in the forenoon.

#### THURSDAY, 7th NOVEMBER, 1793.

Present: The same Judges.

William Fraser  
vs.  
Thomas & James  
Boyd.

The plaintiff appears and enters retraxit.

Charles Bennitt  
vs.  
Thomas Stratton.

The Court having considered the defendant's motion for filing plea to the declaration and plea in abatement, and the plaintiff's answer and objections to the same being filed, are of opinion that the plaintiff should have been served with a copy of each of the said pleas, that he might have prepared his answer or objections to each, and whereas the said pleas appears to have been drawn up by counsel or attorney, which the plaintiff cannot be supposed to be able to answer, having neither counsel or attorney to do it. It would therefore be a hardship upon the plaintiff to proceed to a judgment on the abatement in this situation of the case. The Court do therefore grant the plaintiff's request made in his answer to the defendant's motion of yesterday, and order that this cause be put off till the next term, in order that the plaintiff may obtain counsel.

Oliver Sweet  
vs.  
Peet Seelye.

The plaintiff appears.

The defendant appears and saith that he never made any promise to the plaintiff as set forth in the declaration, and that he is in no manner indebted to the plaintiff, and prays that the truth may be inquired of.



The Court do therefore order that a jury be impanelled to try the issue joined in this cause, and accordingly the jury impanelled and sworn to try the issue joined between the parties in this cause were:

- |                    |                         |
|--------------------|-------------------------|
| 1. Alexander Rose. | 7. Peter Fetterly.      |
| 2. Jacob Carns.    | 8. Adam Empey.          |
| 3. Gideon Adams.   | 9. Joseph Loucks.       |
| 4. Jacob Alick.    | 10. Alexander McDonell. |
| 5. Henry Merkle.   | 11. Philip Walter.      |
| 6. Peter Brouse.   | 12. John Merkle.        |

Evidence sworn on the part of the plaintiff, viz.: 1, Caleb Seamen; 2, Simeon Covill, Esquire; 3, Doctor Solomon Jones; 4, Justus Sherwood, Esquire; 5, Allan Paterson, Esquire.

The jury having heard the declaration and plea in this action, and having heard the evidence and the parties respectively, retire to consider of the verdict under the charge of Nicholas Mosher, bailiff.

The plaintiff appears.

The defendant having been duly called does not appear.

Simeon Covill  
vs.  
Hezekiah Mosher.

The jury having returned into Court say by Gideon Adams, their foreman, that they find a verdict for the plaintiff for the sum of twelve pounds, ten shillings, Halifax currency, with costs, and so they say all.

Oliver Sweet  
vs.  
Peet Seelye.

The Court do confirm the verdict of the jury and order and adjudge that the defendant shall pay to the plaintiff the said sum of twelve pounds, ten shillings, with costs of suit to be taxed.

The plaintiff represents to the Court that he obtained a default against the defendant in the last term, that since the said last term he has with the defendant submitted the cause to arbitrators, who have made an award thereupon, which award he hath now here in court to show, and therefore prays that the submission may be made a rule of Court and that judgment may be entered up against the defendant upon the award.

Simeon Covill  
vs.  
Hezekiah Mosher.

The Court grant the prayer of the plaintiff and make the submission a rule of Court, and order that the plaintiff do file the award.

The plaintiff accordingly filed the award and a promissory note from the defendant to the plaintiff.

Whereupon the Court do order and adjudge that the defendant do pay to the plaintiff the sum of twelve pounds, two shillings and one penny halfpenny, being the balance

due on the sum contained in the said promissory note and the interest thereon due, after deducting from the amount and interest contained in the said note the sum of five pounds, eighteen shillings and twopence halfpenny, allowed to the defendant by the award, and the Court further condemn the defendant in costs of suit to be taxed.

Terence Smith  
vs.  
John Man.

On motion of the plaintiff's agent the Court do order that a default be entered against the defendant.

The Court adjourned until to-morrow at eight o'clock in the forenoon.

FRIDAY, 8th NOVEMBER, 1793.

The Court met pursuant to adjournment.

Present: The same Judges.

Robert McGregor  
vs.  
John Bryan.

The plaintiff appears.

The defendant having been duly called does not appear, therefore, on motion of the plaintiff, it is ordered that a default be entered against the defendant.

Joseph Robinson  
vs.  
John Rorabach &  
Catherine Rorabach.

The plaintiff appears.

The defendants appear.

On motion of the defendants, and with consent of the plaintiff, it is ordered that this cause be submitted to arbitration, and accordingly the parties, plaintiff and defendants, in this cause have mutually chosen Justus Sherwood, Ephraim Jones, of Augusta, Esquires, and Lieutenant Gideon Adams, of Augusta, aforesaid, to be arbitrators, who shall meet and make an award upon the dispute now subsisting between the parties in this suit, which award shall be returned into court at the next term, to remain as a record in this suit, and after being approved of by the judges shall be final and binding upon the parties, plaintiff and defendants.

Joseph (his X mark) Robinson, plaintiff.

John Rodenbach.

Catherine (her X mark) Rorabach.

Joseph Robinson  
vs.  
Jacob Bonisteel &  
Christian Bonisteel.

The plaintiff appears.

The defendants appear.

On motion of the defendants, and with consent of the plaintiff, it is ordered that this cause be submitted to arbitration, and accordingly the parties, plaintiff and defendants, in this cause have mutually chosen Justus Sherwood and Ephraim Jones, of Augusta, Esquires, and Lieutenant Gideon Adams, of Augusta, aforesaid, to be

arbitrators, who shall meet and make an award upon the dispute now subsisting between the parties in this suit, which award shall be returned into Court at the next term to remain as a record in this suit, and after being approved of by the judges shall be final and binding upon the parties, plaintiff and defendants.

Joseph (his X mark) Robinson.

Jacob (his X mark) Bonisteel.

Christian (his X mark) Bonisteel.

The Sheriff returned the writ.

The plaintiff appears and files declaration.

The defendant appears, and says that he is not prepared for trial, having no counsel to instruct him, and therefore prays that time may be granted him till next term.

Charles Bennitt

vs.

Thomas Stratton.

The Sheriff returned the writ.

The parties, plaintiff and defendant, having been duly called neither of them appear.

It is therefore ordered that this cause be dismissed.

Samuel Swerdfege

vs.

Alexander  
Campbell.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant having been duly called does not appear.

It is therefore ordered, on motion of the plaintiff, that a default be entered against the defendant.

Simeon Covill

vs.

Joseph Knapp.

The Sheriff returned the writ.

The plaintiff appears and filed declaration.

The defendant having been duly called does not appear.

It is therefore ordered, on motion of the plaintiff, that a default be entered against the defendant.

Simeon Covill

vs.

Daniel Shipman.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant appears.

John Hoople

vs.

John Storing.

The plaintiff appears.

The defendant having been duly called does not appear.

The Court therefore order a default to be entered up against him, and that a copy thereof be served upon him.

Justus Sherwood

vs.

Samuel Adams.

The plaintiff appears and prays that this cause may lay over and be continued till next term, which prayer the Court accordingly grant.

Joseph White

vs.

Samuel Shipman.

The plaintiff filed a promissory note from the defendant.

William Fraser

vs.

William Robertson



The defendant appears and saith that he is not indebted to the plaintiff as set forth in the declaration, and prays that the truth may be inquired of.

The Court therefore order that a jury be impanelled to try the issue joined between the parties in this cause, and that the special matter be given in evidence to the jury. Accordingly the jury impanelled and sworn to try the issue joined in this cause were:

- |                    |                        |
|--------------------|------------------------|
| 1. Jacob Weagar.   | 7. Adam Empey.         |
| 2. Jacob Alick.    | 8. Jacob Merkle.       |
| 3. Jacob Carns.    | 9. Jacob Garloch.      |
| 4. Henry Merkle.   | 10. Frederick Weaver.  |
| 5. John Merkle.    | 11. Farquhar McDonell. |
| 6. Peter Fetterly. | 12. John Shell.        |

The jury having heard the parties respectively and seen the exhibits filed in this cause, retire to consider of their verdict under charge of Nicholas Mosher, bailiff.

The jury having returned into court say by Jacob Weagar, their foreman, that they find verdict for the plaintiff for the sum of thirty-eight pounds, one shilling and sixpence, Halifax currency, with costs, and so they say all.

The Court do confirm the verdict of the jury and order and adjudge that the defendant do pay to the plaintiff the said sum of thirty-eight pounds, one shilling and sixpence, with costs of suit to be taxed.

William Robison  
vs.  
Jacob Carns.

The defendant appears and says that he is in no wise indebted or owing to the plaintiff as set forth in the declaration, and prays the truth may be inquired of.

Ordered for trial to-morrow.

John Hoople  
vs.  
John Storing.

The plaintiff comes here into court and says that the defendant hath satisfied him, and moves that he may be permitted to enter a retraxit, which is accordingly granted.

Justus Sherwood  
vs.  
Samuel Adams.

The plaintiff comes here into court in person and prays that the suit now at issue between the plaintiff and defendant may on some day at the next weekly sessions in this term be brought to a final decision, by judgment on the default already found against the defendant, and that the defendant be served with a copy of the default, at the same time acquainting him with the day this Honorable Court shall judge proper to appoint for the tryal.

The Court, upon consideration of the contempt that the defendant has shown in not attending, and on consideration of the plaintiff's motion and prayer, do determine that Tuesday, the twelfth day of this present month, shall be the day on which they will proceed to put a period

to this tedious suit. The Court order that a copy of this rule, with a copy of the default entered against the defendant, and a copy of the plaintiff's motion be served on the defendant, without any loss of time.

On motion of the defendant, and with consent of the plaintiff, it is ordered that this cause be submitted to arbitration, and accordingly the plaintiff hath chosen on her part David MacFall, of the County of Grenville, gentleman, and the defendant hath chosen on his part Alexander Campbell, of the town of New Johnstown, Esquires, to be arbitrators for the decision of the matter now in dispute between them, the said parties, plaintiff and defendant, and in case the said arbitrators cannot agree upon an award they shall choose an umpire, and the Court do order that the said arbitrators shall, if they can agree, make an award in writing, or, if they cannot agree, then the umpire by them to be chosen shall make an umpirage in writing, which award or umpirage so made and written shall be returned into this court at the next term to remain as a record in this suit, and after the same shall have received the approbation of the judges the said award or umpirage shall be final and binding on the parties in this suit. This rule to be served on the said arbitrators that they may proceed accordingly.

Christy (X) McKinivan.  
Henry Bolton.

Christy McKinivan  
widow and relict of  
John McKinivan,  
deceased, and  
executrix of his  
last will and  
testament,  
vs.  
Henry Bolton.

The plaintiff appears and enters retransit.

William Loucks  
vs.  
John Storing.

The Court adjourned till to-morrow at nine o'clock in the forenoon.

SATURDAY, 9th NOVEMBER, 1793.

The Court met pursuant to adjournment.

Present: The same Judges.

The parties appear.

William Robison  
vs.  
Jacob Carns.

The Court order that a jury be impanelled to try the issue joined in this cause, and accordingly the jury impanelled and sworn to try the issue joined between the parties in this suit were:—

- |                      |                    |
|----------------------|--------------------|
| 1. Jacob Dorin.      | 7. John Merkle.    |
| 2. Peter Brouse.     | 8. Alexander Rose. |
| 3. Jacob Merkle.     | 9. Gideon Adams.   |
| 4. Nicholas Frymire. | 10. Philip Walter. |
| 5. Frederick Weaver. | 11. John Shell.    |
| 6. Jacob Weagar.     | 12. Henry Merkle.  |

Evidence sworn on the part of the defendant, viz.: 1, Ezekiel Rose; 2, James Main.

The jury having heard the parties respectively and the evidence in this cause retire to consider of their verdict under charge of John Bradshaw, bailiff.

The jury having returned into court say by Gideon Adams, their foreman, that they find a verdict for the defendant for the price of the mare, with costs of suit, and for the plaintiff four shillings for the bridle delivered with the mare, and so they say all.

The Court having considered the verdict of the jury do confirm the same, and do order and adjudge that the defendant do pay to the plaintiff the said sum of four shillings, and that the plaintiff do pay costs of suit to be taxed.

Charles Bennitt  
vs.  
Thomas Stratton.

The plaintiff appears and files a note of hand.

The defendant appears.

The Court over rule the motion and prayer of the defendant, of yesterday, and order that he do give in plea to the declaration.

The defendant again moves the Court for time.

Whereupon the Court are of opinion that from the nature of this action that no time can be granted, it being brought upon a plain promissory note, and therefore order that he plead instanter, and that a jury be impanelled to try the issue.

And the defendant comes into court and says that the note for which this action is instituted has been paid.

Whereupon the Court order a jury to be impanelled, and accordingly the jury impanelled to try the issue of this cause, were:—

- |                 |                       |
|-----------------|-----------------------|
| 1. Jacob Dorin. | 7. Peter Brouse.      |
| 2. Adam Empey.  | 8. Peter Fetterly.    |
| 3. John Merkle. | 9. Alexander McDonell |
| 4. John Shell.  | 10. Henry Merkle.     |
| 5. Jacob Carns. | 11. Henry Stata.      |
| 6. Jacob Alick. | 12. Frederick Weaver. |

The jury having heard the parties respectively and seen the exhibits filed in this cause, retire to consider of their verdict under charge of John Bradshaw, bailiff.

The jury having returned into Court say by Alexander McDonell, their foreman, that they find a verdict for the plaintiff for the sum of fifteen pounds, Halifax currency, with lawful interest thereon, from the fifteenth day of June, which was in the year of our Lord one thousand seven hundred and ninety-two, and costs, and so they say all.



The Court confirm the verdict of the jury and condemn the defendant to pay to the plaintiff the said sum of fifteen pounds, Halifax currency, with lawful interest thereon, from the fifteenth day of June, which was in the year of our Lord one thousand seven hundred and ninety-two, and costs of suit to be taxed.

The plaintiff appeared and filed declaration.

The defendant having been duly called does not appear, therefore it is ordered on motion of the plaintiff that a default be entered against the defendant.

The Court adjourned till Monday, the 11th of November instant, at 9 o'clock in the forenoon.

Joseph Anderson  
vs.  
David Bissell.

MONDAY, 11th NOVEMBER, 1793.

Present: The same Judges.

The plaintiff appears.

The defendant having been duly called does not appear.

The plaintiff filed a promissory note from the defendant, and prays that judgment may be entered up against the defendant by default, for the sum demanded in and by the plaintiff's declaration.

Whereupon the Court do order and adjudge that the defendant do pay to the plaintiff the sum of three pounds, four shillings and sevenpence, Halifax currency, with lawful interest thereon from the twenty-third day of November, which was in the year of our Lord one thousand seven hundred and ninety-two, till actual payment, and costs of suit to be taxed.

Thomas Petters  
vs.  
Major Watson.

The plaintiff appears.

The defendant having been duly called does not appear.

The plaintiff filed a promissory note from the defendant for the sum of fifteen pounds, ten shillings, and prays that whereas the defendant at the return of the writ made default which was ordered to be entered against him, and having been duly called again on this day does still continue to make default, that therefore judgment may be entered up against him for the amount of the said note of hand with costs of suit.

Whereupon the Court do condemn the defendant to pay to plaintiff the sum of fifteen pounds, ten shillings, Halifax currency, with costs of suit to be taxed.

Joseph White  
vs.  
Joseph Griffin.

The plaintiff appears.

The defendant having been duly called does not appear.

The plaintiff filed two promissory notes from the defendant, viz.: one for nine pounds, Halifax currency, and

Simeon Covill  
vs.  
Joseph Griffin.

the other for six pounds, like money, making together the sum of fifteen pounds.

The plaintiff represents to the Court that he has in this term obtained a default against the defendant in this action, and that whereas the defendant on being duly called this day does still continue to make default, he prays that judgment may be entered up against the defendant for the principal and interest contained in the two notes filed in this cause.

Whereupon the Court condemn the defendant to pay to the plaintiff the sum of fifteen pounds, Halifax currency, with lawful interest on six pounds thereof from the eleventh day of February in this present year of our Lord one thousand seven hundred and ninety-three till actual payment, and costs of suit to be taxed.

Simeon Covill  
vs.  
Joseph Knapp.

The plaintiff appears and filed a promissory note from the defendant for the sum of twenty-nine pounds and sevenpence, Halifax currency.

The defendant having been duly called does not appear.

The plaintiff represents to the Court that he has obtained judgment of default in this term against the defendant, and that on his being called again on this day does still continue to make default, that therefore he prays final judgment may be entered up against the defendant for the sum demanded in and by the declaration.

Whereas the plaintiff by his declaration has demanded damages, the Court order that a jury be impanelled to try the merits of this cause.

And accordingly the jury impanelled to try the issue of this cause were:—

- |                    |                      |
|--------------------|----------------------|
| 1. John Hickey.    | 7. Philip Stata.     |
| 2. Peter Loucks.   | 8. Richard Loucks.   |
| 3. Michael Cough.  | 9. John Kryslar.     |
| 4. Frederick Rany. | 10. George Cough.    |
| 5. John Coons.     | 11. Conradt Snyder.  |
| 6. James Wilson.   | 12. Francis Albrant. |

The jury having heard the declaration and seen the exhibits filed in this cause retire to consider of their verdict under the charge of Nicholas Mosher, bailiff.

The jury having returned into Court say by James Wilson, their foreman, that they find a verdict for the plaintiff for the sum of twenty-nine pounds and sevenpence, Halifax currency, with lawful interest thereon from the twenty-fifth day of October now last past and costs, and so they say all.

The Court do confirm the verdict of the jury and condemn the defendant to pay the plaintiff the said sum of

twenty-nine pounds and sevenpence, with the lawful interest thereon, till actual payment, with costs of suit to be taxed.

The Court adjourned till to-morrow at nine o'clock in the forenoon.

TUESDAY, 12th NOVEMBER, 1793.

Present: The same Judges.

The plaintiff appears and files a promissory note from the defendant.

William Fraser  
vs.  
Joseph Griffin.

The defendant having been duly called does not appear.

The plaintiff represents to the Court that he has obtained a default in this term against the defendant, and that whereas the defendant on being duly called on this day does still continue to make default, he therefore prays that judgment may be entered up against the defendant for the sum demanded in and by the declaration, with costs of suit.

Whereupon the Court condemn the defendant to pay to the plaintiff the sum of four pounds, nine shillings and threepence halfpenny currency, with costs of suit to be taxed.

The plaintiff personally appears in court and represents that whereas he obtained from this Honorable Court a default against the defendant with a day fixed for the hearing of this cause; that a copy of the said default with a copy of the rule for the appointing the day for hearing the cause, has been duly served upon the defendant, who still neglects to appear. The plaintiff therefore prays the Honorable Court will proceed on the cause at issue and bring it to a decision agreeable to the above-mentioned rule.

Justus Sherwood  
vs.  
Samuel Adams.

This being an action for damages, the court upon consideration of the merits of the case, are of opinion that the plaintiff ought to recover damages; but as the Court cannot know what damages the plaintiff hath sustained, it is therefore ordered that a jury be summoned to assess the damages in this suit, and that a venire do immediately issue for that purpose, returnable to-morrow (the thirteenth instant) at nine o'clock in the forenoon.

The plaintiff appears.

Simeon Covill  
vs.  
Daniel Shipman.

The defendant having been duly called does not appear.

The plaintiff filed a promissory note from the defendant, and an account against the defendant, for divers goods, wares, and merchandise. The plaintiff represents



to the Court that he hath in this term obtained a default against the defendant, and that on his having been duly called on this day does still continue to make default. Wherefore he prays that judgment may be entered up against the defendant for the sum contained in the declaration. The plaintiff having in his declaration laid his action for damages, the Court do therefore order that a jury be impanelled to try the issue of this cause, and accordingly the jury impanelled and sworn to try the issue of this cause were:—

- |                     |                     |
|---------------------|---------------------|
| 1. Michael Cough.   | 7. Peter Loucks.    |
| 2. Francis Albrant. | 8. James Wilson.    |
| 3. Conradt Snyder.  | 9. Frederick Rany.  |
| 4. George Cough.    | 10. John Coons.     |
| 5. John Hickey.     | 11. John Kryslar.   |
| 6. Jacob Ross.      | 12. Richard Loucks. |

The jury having heard the declaration and proceeding in this cause, and having seen the exhibits filed in this cause, retire to consider of their verdict under charge of Nicholas Mosher, bailiff.

Joseph Anderson  
vs.  
David Bissell.

The plaintiff appears and filed a promissory note from the defendant.

The defendant having been duly called does not appear.

The plaintiff represents to the Court that he hath in this term obtained a default against the defendant, that whereas on calling the defendant on this day he still continues to make default, he prays that final judgment may be entered up against the defendant for the sum demanded in the declaration.

Whereupon the Court do order and adjudge that the defendant shall pay to the plaintiff the sum of ten pounds, seven shillings and sevenpence, Halifax currency, and lawful interest thereon from the twenty-eighth day of June last, with costs of suit to be taxed.

Simeon Covill  
vs.  
Daniel Shipman.

The jury having returned into court, say by John Kryslar, their foreman, that they find a verdict for the plaintiff for the sum of fifteen pounds, eight shillings and elevenpence halfpenny, Halifax currency, and costs, and so they say all.

The Court confirm the verdict of the jury and condemn the defendant to pay to the plaintiff the said sum of fifteen pounds, eight shillings and elevenpence halfpenny, Halifax currency, with costs of suit to be taxed.

The Court adjourned till to-morrow at nine o'clock in the forenoon.

WEDNESDAY, 13th NOVEMBER, 1793.

Present: The same Judges.

The plaintiff appears in person.

The defendant having been duly called does not appear.

The plaintiff filed affidavit that the defendant has been personally served with a copy of the default, and a copy of the rule of Court appointing a day for hearing this cause.

The Sheriff returned the venire and panel of the jury.

The jury impanelled and sworn to try and assess the damages in this cause were:—

J. McDonald, *J.C.P.*

1. Malcolm McMartin, Esq.
2. Mr. John Coons.
3. Thomas Fraser, Esq.
4. John Jones, Esq.
5. Mr. James Campbell.
6. Allen Paterson, Esq.
7. Peter Drummond, Esq.
8. Joseph Anderson, Esq.
9. Mr. William Fraser, Jun.
10. Mr. Peter Loucks.
11. Mr. James Wilson.
12. William Fraser, Esq.

The jury having seen the proceedings and the exhibits filed in this cause, retire to consider of their verdict, under charge of Nicholas Mosher, bailiff.

The jury having returned into court say by Joseph Anderson, Esquire, their foreman, that, the defendant not appearing to support his accusation against the plaintiff, the jury are unanimously of opinion that the plaintiff is not guilty, and award for the said plaintiff five hundred pounds damages, with costs of suit, and so they say all.

The Court do confirm the verdict of the jury and condemn the defendant to pay to the plaintiff the said sum of five hundred pounds, with costs of suit to be taxed.

The Court adjourned till next term.

J. McDONELL, *J.C.P.*

JOHN MUNRO, *J.C.P.*

17th JANUARY, 1794.

At a COURT OF COMMON PLEAS, holden at the Town of Cornwall, in and for the Eastern District of the Province of Upper Canada, on Friday, the seventeenth day of Jan-

Justus Sherwood  
vs.  
Samuel Adams.

The words—  
*that the plaintiff,*  
*interlined.*  
J. McDonell, *J.C.P.*

uary, in the year of our Lord one thousand seven hundred and ninety-four.

Present: The Honorables John McDonell and John Munro, Esquires.

Rice Honeywell  
vs.  
Ezekiel Spicer.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant having been duly called does not appear.

The plaintiff filed a written obligation from the defendant to him, bearing date the first day of January, in the year of our Lord one thousand seven hundred and ninety-three, and moves the Court that a default may be entered against the defendant, whereupon the Court do order that a default be entered against the defendant.

Allan Paterson  
vs.  
Edward Stooks.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant having been duly called does not appear.

Wherefore upon motion and prayer of the plaintiff, it is ordered by the Court that a default be entered up against the defendant. The plaintiff filed four notes of hand, given by the defendant as set forth in the declaration.

Richard Wilkinson  
vs.  
Christian Dillebachy.

The Sheriff returned the writ.

The plaintiff appears and moves the Court that he may be permitted to enter a retraxit, which the Court accordingly grant.

Richard Wilkinson  
vs.  
David Jacob.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant appears.

The plaintiff moves the Court that he may be permitted to enter a retraxit of this suit, which the Court accordingly grant.

Simeon Covill  
vs.  
Truelove Butler.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant having been duly called does not appear, wherefore on motion and prayer of the plaintiff, it is ordered that a default be entered against the defendant, and that this cause be continued over till the next term.

Donald McLean  
vs.  
Alexander McDonell.

The Sheriff returned the writ.

The plaintiff and defendant having been duly called, neither of them appear, it is therefore ordered that this cause be dismissed.

Robert McGregor  
vs.  
John Bryan.

The plaintiff appears and moves the Court that he may be permitted to enter a retraxit of the suit, which the Court accordingly grant.



The plaintiffs appear, by Mr. John Beikie, one of the partners of the said firm of Wilkinson & Beikie, and move the Court that he may be permitted to enter a retraxit of this suit, which the Court accordingly grant, and order this cause to be dismissed.

Wilkinson &  
Beikie  
vs.  
Joseph Falkner.

The plaintiff appeared and filed their account against defendant.

Wilkinson &  
Beikie  
vs.  
John McCredy.

The defendant having been duly called does not appear.

Whereupon the plaintiffs represent to the Court that they obtained a default against the defendant in the last term, and whereas the said defendant does still continue to make default, they, the said plaintiffs, therefore humbly pray that final judgment may be entered up against the defendant for the sum demanded in and by the declaration, with the costs accrued in this suit.

Ordered to lay over till to-morrow.

The plaintiff appeared in person.

The defendant appeared in person.

Charles Bennitt  
vs.  
Thomas Stratton.

Ordered that this cause be set down and continued over for hearing on Monday next, the twentieth instant.

The plaintiff appears by his agent, Jacob Farrand, Esquire.

Terence Smith  
vs.  
John Man.

The defendant having been duly called does not appear.

Ordered by the Court that this cause be continued over and called again on Monday next, the twentieth January instant.

On motion of Joseph Anderson, of Augusta, Esquire, he is permitted to file a power of attorney constituting him agent for the plaintiff, and he is allowed by the Court to appear as such.

Joseph White  
vs.  
Samuel Shipman.

The defendant having been duly called does not appear, wherefore on motion and prayer of Joseph Anderson, Esquire, agent for the plaintiff, it is ordered that default be entered up against the defendant.

The Court adjourned till to-morrow at ten o'clock in the forenoon.

SATURDAY, 18th JANUARY, 1794.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff appears and prays that he may be permitted to enter a retraxit of this cause, which prayer the Court accordingly grant, and order that this suit be dismissed.

William Buell  
vs.  
Daniel Jones.

William Buell  
vs.  
Mercy Buell,  
executrix, and  
Bemsley Buell,  
executor to the  
estate of the late  
Timothy Buell,  
deceased.

The plaintiff appears in person.

The defendants having been duly called do not appear, therefore on motion and prayer of the plaintiff, it is ordered that default be entered up against them.

John Belkie  
vs.  
John McCredy.

The plaintiff appears in person.

The defendant having been duly called does not appear. Ordered by the Court that this cause lay over and be called again on Monday next.

Christy Mac-  
Kinivan  
vs.  
Henry Bolton.

Ordered by the Court to lay over and be called on Monday next, the twentieth instant.

Wilkinson &  
Belkie  
vs.  
John McCredy.

Ordered by the Court to lay over till Tuesday, the twenty-first instant.

The Court adjourned till Monday next, the twentieth instant, at ten o'clock in the forenoon.

### MONDAY, 20th JANUARY, 1794.

The Court met pursuant to adjournment.  
Present: The same Judges.

Allan Paterson  
vs.  
Edward Stooks.

The plaintiff appeared in person.

The defendant having been duly called does not appear.

The plaintiff represents to the Court that whereas he has obtained a default against the defendant, in the first week of this term, and whereas the said defendant upon being duly called on this day does still continue to make default, by not appearing, he the plaintiff therefore humbly prays that this Honorable Court will order final judgment to be entered up against the defendant for the sum demanded in and by the declaration.

Whereupon the Court do order that a jury be impanelled to try the merits of this cause, and accordingly the jury impanelled and sworn to try the merits of this cause were:—

- |                        |                       |
|------------------------|-----------------------|
| 1. Edward Perry.       | 7. John Smith, Jun.   |
| 2. William Bruce.      | 8. George Mitchel.    |
| 3. Joseph Criderman.   | 9. Robert McGregor.   |
| 4. Jonah Wood.         | 10. Joseph Fields.    |
| 5. Nicholas Sillimson. | 11. Crist. Gallinger. |
| 6. James Fitchet.      | 12. Peter Emer.       |

The jury having seen the exhibits filed in this cause, and having heard the plaintiff in support of his declaration, without retiring from the Bench, say by their fore-

man, Robert McGregor, that they find a verdict for the plaintiff for the sum of twenty-two pounds, fifteen shillings, Halifax currency, with costs of suit, and so they say all.

The Court having heard and seen the verdict of the jury, do confirm the same and condemn the defendant to pay to the plaintiff the sum of twenty-two pounds, fifteen shillings, Halifax currency, with costs of suit to be taxed.

The plaintiff appeared in person.

The defendant having been duly called does not appear.

John Beikie  
vs.  
John McCredy.

The plaintiff filed a note of hand from the defendant, and represents to the Court that whereas he (the plaintiff) did obtain a default against the defendant in the last term, and whereas the said defendant, upon being duly called on this day, does still continue to make default, by not appearing, he (the plaintiff) therefore humbly prays that this Honorable Court will order final judgment to be entered up against the said defendant for the amount of the said note, with lawful interest as mentioned in the face of the said note.

Whereupon the Court do condemn the said defendant to pay to the plaintiff the sum of seven pounds, ten shillings and sevenpence, Quebec currency, with lawful interest thereon from the thirteenth day of August, in the year of our Lord one thousand seven hundred and ninety-two, till actual payment, together with costs of suit to be taxed.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

Richard Wilkinson  
vs.  
John MacGrigor.

The defendant appears and confesses that he is indebted to the plaintiff as set forth in the declaration, and confesses judgment in this suit.

The plaintiff filed a promissory note from the defendant, and prays that final judgment may be entered up against the defendant.

Whereupon the Court, having considered the confession of the defendant, do order and adjudge that he, the said defendant, do pay to the plaintiff the sum of eight pounds, fifteen shillings and tenpence halfpenny, Quebec currency, with lawful interest thereon from this day till actual payment, together with costs of suit to be taxed.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

Richard Wilkinson  
vs.  
William Falkner.

The defendant having been duly called does not appear.

The plaintiff filed an account current with the defendant.



On motion and prayer of the plaintiff, it is ordered that a default be entered up against the defendant.

Richard Wilkinson  
vs.  
William Falkner.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration, and a promissory note of the defendant, bearing date the second day of February, in the year of our Lord one thousand seven hundred and ninety.

The defendant having been duly called does not appear.

Whereupon, on motion and prayer of the plaintiff, it is ordered that a default be entered up against the defendant.

Christy  
MacKinivan  
vs.  
Henry Bolton.

Ordered to lay over and be called again to-morrow.

John Hay  
vs.  
Alexander Grant.

The Sheriff returned the writ.

The plaintiff appears and files declaration.

The defendant appears and acknowledges that he is justly indebted to the plaintiff in the sum demanded in and by the declaration.

The plaintiff filed a promissory note of the defendant, and prays that final judgment may be entered up against the defendant for the sum demanded in and by the declaration.

Whereupon the Court in consideration of the defendant's acknowledgement of the debt, do condemn him to pay to the plaintiff the sum of three pounds, eighteen shillings and fourpence halfpenny, Quebec currency, with costs of suit to be taxed.

Terence Smith  
vs.  
John Man.

The plaintiff by his agent, Jacob Farrand, Esquire, moves the Court, that whereas the Court were pleased to grant a default against the defendant in the last term, and whereas he (the said defendant) has not appeared, either by an agent, an attorney, or in person at this term, that therefore final judgment may be entered up against the said defendant.

Order by the Court to lay over till to-morrow.

Charles Bennitt  
vs.  
Thomas Stratton.

The plaintiff appeared.

The defendant appeared and moves the Court that he be permitted to file a plea, in abatement of the writ of attachment, filed by the plaintiff in this suit in the last term, which motion the Court admit, and accordingly the said plea in abatement is filed.

The plaintiff filed answer to the plea in abatement.

The defendant filed replication to plaintiff's answer to the plea in abatement.

The Court adjourned for two hours.

The Court met pursuant to adjournment<sup>+</sup>

Present: The same Judges.

The Court with respect to the law-issue, raised in this suit by the plea in abatement, the plaintiff's answer thereto and the defendant's replication to the answer, are of opinion that the matter advanced by the defendant is not sufficient to warrant the quashing the writ of attachment, and therefore order that the defendant do plead to the declaration.

Charles Bennitt  
vs.  
Thomas Stratton.

And accordingly the defendant filed plea to the merits.

The plaintiff filed replication.

The Court adjourned till to-morrow at ten o'clock in the forenoon.

TUESDAY, 21st JANUARY, 1794.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiff and defendant both appeared in court and say they have mutually agreed between themselves to submit the decision of this, their suit, to arbitration, and therefore together, they move and pray the Court that they, the said parties, may be permitted to withdraw the action, to be submitted as aforesaid, which prayer the Court do acquiesce in and grant. And accordingly, he, the said Charles Bennitt, the plaintiff, hath chosen on his part Richard Wilkinson, of Charlottenburg, Esquire, and Andrew Wilson, of the Town of Cornwall, Esquire, and he, the said Thomas Stratton, the defendant, hath chosen on his part Mr. Robert MacGregor, of Cornwall, aforesaid, merchant, and Mr. John Emerson, of Cornwall, aforesaid, to be arbitrators to this suit, to arbitrate and decide upon all matters, differences, and controversies relative to and respecting this suit, now existing between the said parties, plaintiff and defendant, which said arbitrators shall meet, for the above purpose, on some convenient day, by themselves to be appointed, between this and the next ensuing term, and thereof and every part thereof as aforesaid to decide and award, which award shall be made in writing under the hands and seals of the said arbitrators, and returned by the parties or either of them, into this court, on the second day of the next ensuing term, and after the said award, so to be made, written, signed, sealed and

Charles Bennitt  
vs.  
Thomas Stratton.



returned, as aforesaid, shall have received the approbation of the judges of this Court, the same award shall then be entered of record in this suit, and be final and binding on the aforesaid parties, the plaintiff and defendant. And in case the aforesaid arbitrators or the greater number of them, do not agree upon an award, then they, the aforesaid arbitrators, shall choose an umpire, who shall, after having been duly chosen by the arbitrators as aforesaid, solely, be vested with the same powers and authorities as are herein before given to the arbitrators aforesaid. And in case the arbitrators shall choose an umpire as aforesaid, he, the said umpire so to be chosen, as aforesaid, shall make his umpirage in writing under his hand and seal, and the same to be returned into this Court, on the second day of the next ensuing term, in the same manner as in case of an award is directed to be done, which said umpirage, in case there shall be one made, after it shall have received the approbation of the judges of this court, shall be entered of record in this suit, and be final and binding on the aforesaid parties, plaintiff and defendant. And the Court do order that the said arbitrators, and the said umpire, in case there shall be one chosen as aforesaid, before they, or any of them, enter upon their arbitration, or umpirage, shall be duly sworn by some Justice of the Peace for this Eastern District, not being one of the arbitrators, to do equal justice, according to the best of their understanding and abilities to the aforesaid parties, plaintiff and defendant, in this cause. This rule to be served, by a copy thereof, on the arbitrators, that they may proceed accordingly.

Charles Bennitt, plaintiff.

Thomas Stratton, defendant.

Christy  
MacKinivan  
vs.  
Henry Bolton.

This cause having by the mutual consent of the parties been submitted to arbitration under a rule of Court made in last November term, and the arbitrators having returned their award into court at this term agreeable to the above-mentioned rule, the Court having examined and maturely considered the said award, do approve of and confirm the same, except as far as the said award relates to or comprehends the costs which may have accrued in this suit, which said costs shall be taxed by the Court, and after the said costs shall be taxed by the Court the same shall be paid agreeable to the award, for so much as the Court shall find reasonably to allow, the said award ordered to be filed with the above exception.

Wilkinson &  
Beikie  
vs.  
John McCredy.

The Court having considered the prayer of the plaintiffs and the non-appearance of the defendant, either by



himself or by an agent, do order and adjudge that the defendant shall pay to the plaintiffs the sum of two pounds, three shillings and threepence, Quebec currency, with costs of suit to be taxed.

The Court, in answer to the motion and prayer made yesterday by the plaintiff's agent, are of opinion that the defendant ought to have been made acquainted by the plaintiff, or his agent, with the suit instituted against him, and as no such notice appears to have been given, the Court do therefore order that this cause be continued over till the next term.

Terence Smith  
vs.  
John Man.

The cause having been submitted to arbitration, under a rule of Court made in the last term, which rule directed that the award should be returned into court at this term, which has not been done, and the parties having been duly called and neither of them appearing, the Court do therefore order this cause to be dismissed, and condemn the plaintiff in the costs to be taxed.

Joseph Robison  
vs.  
John Rorabach and  
Catherine  
Rorabach.

This cause having been submitted to arbitration, under a rule of Court made in the last term, which rule directed that the award should be returned into court at this term, which has not been done, and the parties having been duly called and neither of them appearing, the Court do therefore order this cause to be dismissed, and condemn the plaintiff in costs to be taxed.

Joseph Robison  
vs.  
Jacob Bonisteel  
and Christy  
Bonisteel.

The Court adjourned till next term.

J. McDONELL, *J.C.P.*  
JOHN MUNRO, *J.C.P.*

11th APRIL, 1794.

At a COURT OF COMMON PLEAS, held at New Johnstown, in and for the Eastern District of the Province of Upper Canada, on Friday, the eleventh day of April, in the year of our Lord, one thousand seven hundred and ninety-four.

Present: The Honorables John MacDonell and John Munro, Esquires.

The Sheriff returned the writ.  
Ordered to be called again on Tuesday next.

Thomas Bluard  
vs.  
Isalah Cain.

The Sheriff returned the writ.  
The plaintiff appears and filed declaration.

James Breaken-  
ridge  
vs.  
Reuben Motts.

The defendant appears and denies that he is indebted to the plaintiff in the manner as set forth in the declaration.

Ordered to be set down for trial on Tuesday next.

David Cain  
vs.  
Bertholomew  
Carley.

The Sheriff being called upon to return the writ, says that it was never delivered to him.

And the parties having been duly called neither of them appear.

It is therefore ordered that this cause be discharged and dismissed.

Joseph Anderson  
vs.  
Richard Hope.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant having been duly called does not appear.

Wherefore it is ordered on motion of the plaintiff, that a default be entered up against the defendant.

Daniel Shipman  
vs.  
Thomas Wood.

The Sheriff returned the writ.

The parties, plaintiff and defendant, having been duly called, and neither of them appearing, it is therefore ordered by the Court that this suit be dismissed with costs to the defendant.

Daniel Shipman  
vs.  
Joel Stone.

The Sheriff returned the writ.

The parties, plaintiff and defendant, having been duly called and neither of them appearing, it is therefore ordered by the Court that this suit be dismissed with costs to the defendant.

John Levingston  
vs.  
John Pottiar.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant having been duly called does not appear, wherefore, on motion of the plaintiff, it is ordered that a default be entered up against the defendant.

John Levingston  
vs.  
John Adam  
Stinger.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant having been duly called does not appear.

Wherefore it is ordered by the Court, on motion of the plaintiff that a default be entered up against the defendant.

Vernueil Lorimier  
vs.  
John Levingston.

The Sheriff returned the writ.

The plaintiff appears, and moves the Court that he may be permitted to enter a retraxit, which the Court grant, and a retraxit is accordingly entered.

The Sheriff returned the writ.

The plaintiff appears and moves the Court that he may be permitted to enter a retraxit of this suit, which the Court grant, and a retraxit is accordingly entered.

Vernueil Lorimier  
vs.  
William Robinson.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant appeared, moves the Court that this cause be put off till next term as he cannot be prepared to come to trial in this term for want of evidence.

The Court, in answer to the defendant's motion, are of opinion that the reasons assigned by the defendant are not sufficient for putting off the trial and therefore order him to plead to the merits, and that he do enter his plea on Tuesday next, of which the defendant is to take notice.

Verneuil Lorimier  
vs.  
Daniel Smith.

The Sheriff returned the writ.

The plaintiff appears and moves the Court that he may be permitted to enter a retraxit of this suit, which the Court grant, and a retraxit is accordingly entered.

Verneuil Lorimier  
vs.  
Major Watson

The Sheriff returned the writ.

The plaintiff appears and moves the Court that he may be permitted to enter a retraxit of this suit, which the Court grant and a retraxit is accordingly entered.

Verneuil Lorimier  
vs.  
Benjamin Deckers.

The Sheriff returned the writ.

Nicholas Mosher, constable, appears and represents to the Court that the plaintiff was obliged to leave the Court-house to-day on account of being very sick, and therefore on the part of the plaintiff prays that this cause may be called again to-morrow.

The defendant being present in court agrees to the prayer made on the behalf of the plaintiff.

Wherefore the Court do order that this cause be continued over and called again to-morrow.

Simeon Coville  
vs.  
Oliver Sweet.

The Sheriff returned the writ.

The plaintiff having been called, Nicholas Mosher, constable, appears and represents to the Court that the plaintiff was obliged to leave the Court-house to-day on account of being very ill, and on the part of the plaintiff prays that this cause may be called again to-morrow.

The defendant having been duly called does not appear.

The Court, in consideration of the prayer made by Nicholas Mosher on behalf of the plaintiff, do order that this cause be continued over and called again to-morrow.

Simeon Coville  
vs.  
Joseph White



William Scott  
vs.  
William Barton,  
Joseph Barton and  
John Barton.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendants appear, and the said William Barton, one of the defendants, moves the Court that he may be permitted to file his plea, which motion the Court grant, and the plea was accordingly filed.

The Court take time to consider of the issue raised by the declaration and plea filed in this cause, and will decide thereon on Monday next.

Joseph Forsyth  
& Co.  
vs.  
Hugh Munro, Esq.

The Sheriff returned the writ.

Jacob Farrand, Esquire, appears on the part of the plaintiffs and prays that he may be permitted to file a power of attorney constituting him agent for the plaintiffs, which prayer the Court admit, and the power of attorney was accordingly filed. Mr. Farrand, as agent for the plaintiffs, filed declaration.

The defendant appeared.

Ordered by the Court that this cause be called again to-morrow.

The Court adjourned till to-morrow at nine o'clock in the forenoon.

#### SATURDAY, 12th APRIL, 1794.

The Court met pursuant to adjournment.

Present: The same Judges.

Justus Sherwood  
vs.  
Samuel Adams.

Personally appeared the defendant, Samuel Adams, and filed motion for an appeal of this suit.

The Court take time till Monday next to consider of the same.

Charles Bennitt  
vs.  
Thomas Stratton.

The plaintiff appeared and filed a certified copy of an award of the arbitrators appointed in this cause by rule of Court made in the last term.

The plaintiff moves the Court that he may be permitted to bring forward evidence to prove that the original award has been stolen or maliciously destroyed, as set forth in the certified copy by him filed.

Which motion the Court admit and order the evidence to be brought forward accordingly.

Whereupon personally appear Roderick MacLeod, of the County of Glengarry, potash boiler, and being sworn to give evidence in this suit deposeth and saith, that some time in the month of March now last past, Charles Bennitt, the plaintiff, came to his (the deponent's) house and requested that the deponent would go with him to the house of one Angus MacDonell, to be present at some

settlement between the plaintiff and defendant, which he did, and during the time he (this deponent) was at the house of the said McDonell, he saw and read the original award made in this cause, which is alluded to by the plaintiff in his motion, and which was in substance as nighly as he can recollect, the same as that which is now delivered to this Court.—Roderick McLeod.

Angus MacDonell, of the County of Glengarry, tavern-keeper, being duly sworn to give evidence in this cause, deposeth and saith that on Tuesday, the twenty-fourth day of March now last past, the plaintiff, Charles Bennitt, and the defendant, Thomas Stratton, came to his house and entered upon some business relative to the suit depending between them, and during the time that they the said parties were at his house, he (this deponent) heard the plaintiff read a paper which the plaintiff called an award, which paper contained, as he heard it read, nighly as he can recollect, the same substance as the certified copy filed by the plaintiff in this cause. And this deponent further saith that he is one of the witnesses whose names were subscribed to a certain written paper, wherein the defendant acknowledges the delivery of the staves and all the other articles agreeable to the tenor of the award, which said written paper he, this deponent, the defendant deliver to the plaintiff.

his  
Angus X MacDonell.  
mark.

Catherine MacDonell, wife of Angus MacDonell, of the County of Glengarry, tavern-keeper, being duly sworn to give evidence in this cause, deposeth and saith that on the evening of the twenty-fourth day of March now last past, the plaintiff delivered to her several papers, which she took and laid upon a table in a different room from that in which she received them, but on being asked the next morning by the plaintiff for the papers she went to look for them, and the papers were gone, and she has never been able to find them.

her  
Catherine X MacDonell,  
mark.

The plaintiff appeared.

The defendants appeared, and move the Court that they may be permitted to file plea in abatement of this suit, which motion the Court admit, and the defendants accordingly filed plea in abatement.

In answer to the issue raised by the declaration and plea in abatement filed in this cause, the Court are of

William Buell,  
Esq.,  
vs.  
Mercy Buell,  
executrix, and  
Bemsley Buell,  
executor of the  
last will and  
testament of  
Timothy Buell,  
deceased.



opinion that the matter advanced by the defendants is not sufficient to warrant the dismissal of this suit, and therefore order that the defendants do plead to the merits.

Rice Honeywell  
vs.  
Ezekiel Spicer.

The plaintiff appears and prays that he may be permitted to enter a retraxit of this suit, which prayer the Court grant, and the retraxit is accordingly entered.

On motion of the plaintiff, it is ordered that the bond filed by him in this, at the last term, be returned to him by the Clerk.

William Buell,  
Esq.,  
vs.  
Mercy Buell,  
executrix, and  
Bemslee Buell,  
executor to the  
last will and  
testament of  
Timothy Buell,  
deceased.

The parties, plaintiff and defendants, being present in court, move that they may be permitted to submit the decision of their suit to arbitration, which prayer the Court grant, and accordingly the parties plaintiff and defendants have mutually chosen, agreed and consented to Solomon Jones, of Augusta, surgeon, John Jones, of Augusta, Esquire, Asa Landen, of Augusta, yeoman, and James Breakenridge, of Elizabethtown, Esquire, to be arbitrators in this cause, to arbitrate, award, decide upon, and finally to finish and determine, all matters and things respecting, concerning, or any wise relating to the suit now depending between the said parties, plaintiff and defendants. And the said arbitrators shall meet on some convenient day by them to be appointed between this day and the next ensuing term of this Court, and they or the greater part of them shall make an award in writing under their hands and seals, and shall inclose the same and deliver it to the parties, to be by them returned unopened, into this Court on the second day of the next ensuing term, and after the said award shall have been approved by the judges of this Court, or any two of them, the same shall be final and binding on the said parties, plaintiff and defendants, and in case the said arbitrators cannot agree upon an award, they or the greater part of them shall choose an umpire, who, by mutual consent of the said parties, shall be vested with the same powers and authorities as are herein before given to the before named arbitrators, and the said umpire so to be chosen (in case there shall be one chosen) shall make, write, seal and deliver his umpirage in the same manner as is directed to be done in case of an award, and the said umpirage, in case there shall be one made, shall be returned into this court at the time and in the same manner as is directed to be done in case there shall an award be made by the aforesaid arbitrators, which umpirage in case there shall be one made, after the same shall have received the approbation of the judges of this court, or any two of them,



shall be final and binding on the aforesaid parties, plaintiff and defendants. And the Court do order that the said arbitrators, or umpire in case there shall be one chosen, shall be sworn to do justice, to the best of their judgment, to the said parties, plaintiff and defendants.

Wm. Buell, plaintiff.

Marcy Buell and Bemslee Buell, defendants.

The plaintiff appears and moves the Court that he may be permitted to enter a retraxit of this suit, which the Court grant, and a retraxit is accordingly entered.

Simeon Coville  
vs.  
Truelove Butler.

Personally appeared in open court, Henry Bolton, the defendant, and made oath upon the Holy Evangelists of Almighty God that he personally demanded of Christian MacKinivan the amount of the sum awarded by certain arbitrators in this suit appointed and nominated by the mutual consent of the parties, under a rule of this Court made in last November term, which sum she, the said Christy MacKinivan did not pay; and that the same is still due and owing to him, the said Henry Bolton.

Christy  
MacKinivan  
vs.  
Henry Bolton.

Henry Bolton.

The plaintiff appeared in person and moved the Court that he may be permitted to file his declaration.

Simeon Coville  
vs.  
Oliver Sweet.

The Court admit of the plaintiff's motion and he accordingly filed declaration.

The defendant appears, and says that he is not prepared to come to trial, and therefore prays that this cause may be put off and continued over till the next term.

The Court order that this cause be called again on Tuesday next, and that the defendant shall then give his reasons for praying for an adjournment of the suit.

The plaintiff appears and moves the Court that he may be permitted to file his declaration.

Simeon Coville  
vs.  
Joseph White.

The Court admit of the plaintiff's motion, and he accordingly filed declaration.

The defendant having been duly called does not appear.

Wherefore, on motion of the plaintiff, it is ordered that a default be entered against the defendant.

Mr. Jacob Farrand appears as agent for the plaintiffs.

The defendant appears.

The plaintiffs, by their agent, move the Court that the defendant may be ordered to file plea to the declaration.

The defendant represents to the Court that he is not prepared to answer to the declaration, and cannot be pre-

Joseph Forsyth  
& Co.,  
vs.  
Hugh Munro, Esq.

pared to come to trial in this term, and therefore prays this cause may lay over till the next term.

The Court order that this cause be called again on Tuesday next, and that the defendant shall give his reasons for praying an adjournment, in writing, to be filed in this cause.

The Court adjourned till Monday next at 10 o'clock in the forenoon.

MONDAY, 14th APRIL, 1794.

The Court met pursuant to adjournment.

Present: The Honorables John MacDonell and John Munro, Esquires.

John Parlow  
vs.  
Alexander  
Campbell.

The Sheriff returned the writ.

The plaintiff appeared and filed declaration.

The defendant appears, and represents to the Court that he is not prepared for trial, and therefore prays that this cause may be put off and continued over till the next ensuing term. With the consent of the plaintiff it is ordered that this cause be put off till the second day of the next ensuing term.

John Parlow  
vs.  
Jacob Waggoner.

The Sheriff returned the writ.

The plaintiff appears and prays that he may be permitted to enter a retraxit of this cause.

The Court grant the prayer of the plaintiff, and he accordingly entered retraxit.

Charles Bennitt  
vs.  
Thomas Stratton.

On motion and prayer of the plaintiff, the Court have taken into consideration the award of the arbitrators appointed in this cause, under a rule of Court, made in last November term, are of opinion that the said award is just, and therefore do approve of and confirm the same.

Terence Smith  
vs.  
John Man.

The plaintiff appears by his agent.

The defendant does not appear.

Mr. Jacob Farrand appears as agent for the plaintiff and represents to the Court that whereas the plaintiff did obtain a judgment of default before this Honorable Court, in last November term, against the defendant, he therefore, on the part of the plaintiff, prays that final judgment may be entered up against the defendant.

The Court, in answer to the motion made by the plaintiff's agent, are of opinion that final judgment ought not to be entered against the defendant at this term; because the Court did by a rule made in last term, direct that the



defendant should be made acquainted with the suit then and not depending against him, and whereas it is not possible that the defendant could have had such notice, since the last term in time to appear at this term, either in person, or by an agent, the Court do therefore order that this cause be continued over till next term.

The plaintiff appears.

The defendants appear, and pray judgment on the issue raised by the declaration and plea filed in this cause.

The Court, in answer to the defendant's motion, are of opinion that this action ought not to abate, and therefore, on motion of the plaintiff, do order that the defendants immediately give in plea to the merits.

The defendants for their plea to the merits, answer and say that they are in no manner indebted to the plaintiff as is set forth in the declaration, and therefore pray that the truth may be inquired of.

Whereupon the Court do order that a venire do issue to summons a jury in this cause, returnable to-morrow at nine o'clock in the forenoon, and that the special matter be given in evidence to the jury.

The plaintiff appeared.

The defendant appeared.

The Court in answer to the defendant's notice of appeal given to this Court, have at present no objection to the bail tendered by him, and are ready upon his giving the requisite security according to law, and upon producing a writ of appeal, directed to the judges of this court, from any court in this Province, authorized to give such writ, to allow the same and comply therewith.

Joseph Anderson, Esquire, appeared as agent for the plaintiff,

The defendant having been duly called does not appear.

Joseph Anderson, for the plaintiff, filed two notes of hand from the defendant to the plaintiff. The plaintiff, by his agent, represents to the Court that he obtained a judgment of default against the defendant in the last term, and whereas the defendant does still continue to make default, by not appearing at this term, he humbly prays that final judgment may be entered up against the defendant for the sum demanded in and by the declaration, together with costs of suit.

The Court having seen the declaration and the exhibits filed in this cause and having examined the same, do find the defendant to be indebted to the plaintiff in the sum of four pounds, six shillings and eightpence, Quebec currency,

William Scott  
vs.  
William Barton,  
Joseph Barton  
and John Barton.

Justus Sherwood  
vs.  
Samuel Adams.

Joseph White  
vs.  
Samuel Shipman.



and do therefore condemn the defendant to pay to the plaintiff the said sum of four pounds, six shillings and eightpence, together with costs of suit to be taxed.

Joseph Anderson  
vs.  
Richard Hope.

The plaintiff appears in person.

The defendant having been duly called does not appear.

The plaintiff filed a note of hand from the defendant, and represents to the Court that he obtained a judgment of default against the defendant in the first week of this term, and whereas the defendant does still continue to make default, he (the plaintiff) prays that final judgment may be entered up against the defendant for the sum demanded in and by the declaration, with costs of suit.

The Court having seen the declaration and the defendant's note of hand filed in this cause, do order and adjudge that the defendant do pay to the plaintiff the sum of three pounds, twelve shillings and eightpence, Halifax currency, with lawful interest thereon from the eighteenth day of June, in the year of our Lord one thousand seven hundred and ninety-one, together with costs of suit to be taxed.

Richard Wilkinson  
vs.  
William Falkner.

On motion of Jacob Farrand, Esq., it is ordered that he do file power of attorney appointing and constituting him agent for the plaintiff, and he accordingly filed the said power of attorney.

The defendant having been duly called does not appear, nor any agent for him.

Mr. Farrand, agent for the plaintiff, represents to the Court that the plaintiff, by the judgment of this Honorable Court, obtained a default against the defendant in the last term. And whereas the defendant does still continue to make default, by not appearing at this term, Mr. Farrand, as agent for the plaintiff, and on the part of the plaintiff, moves that this Honorable Court will order final judgment to be entered up against the defendant for the sum demanded in and by the declaration filed in this cause.

Whereupon the Court, having seen the declaration and the plaintiff's account filed in this cause, and having maturely considered and examined the same, do condemn the defendant to pay to the plaintiff the sum of seventeen pounds, four shillings and fourpence, Quebec currency, together with costs of suit to be taxed.

On motion of Jacob Farrand, Esquire, it is ordered that he do file power of attorney appointing and constituting him agent for the plaintiff, and he accordingly filed the said power of attorney.

The defendant having been duly called does not appear.

Mr. Farrand, agent for the plaintiff, represents to the Court that the plaintiff, by the judgment of his Honorable Court, obtained a default against the defendant in the last term, and whereas the defendant does still continue to make default by not appearing at this term; Mr. Farrand, as agent for the plaintiff and on the part of the plaintiff, moves that this Honorable Court will order final judgment to be entered up against the defendant for the sum demanded in and by the declaration filed in this cause.

Whereupon the Court, having seen the declaration and the defendant's note of hand filed in this cause, and having examined the same, do condemn the defendant to pay to the plaintiff the sum of twenty-two pounds, fifteen shillings and sixpence, Quebec currency, together with costs of suit to be taxed.

The Court adjourned till to-morrow at nine o'clock in the forenoon.

## TUESDAY, 15th APRIL, 1794.

The Court met pursuant to adjournment.

Present: The same Judges.

The plaintiffs appear by their agent.

The defendant appears and files his reasons for praying an adjournment of the cause, and the Court having considered the same do order that this cause shall lay over and be continued till next term.

Joseph Forsyth  
& Co.  
vs.  
Hugh Munro,  
Esquire.

The plaintiff appears.

The defendants appear.

The Sheriff returned the venire.

The jury impanelled and sworn to try the issue joined in this cause were:—

William Scott  
vs.  
William Barton,  
Joseph Barton  
and John Barton.

- |                        |                       |
|------------------------|-----------------------|
| 1. Thomas Fraser, Jun. | 7. Richard Davis.     |
| 2. James Humphrey.     | 8. Samuel Wilson.     |
| 3. William Fraser.     | 9. Hugh MacIlmoyle.   |
| 4. John Whitney.       | 10. James Froom, Sen. |
| 5. Jesse Purdy.        | 11. Henry Jackson.    |
| 6. John Riddiboch.     | 12. Ephraim Curry.    |

Evidence sworn on the part of the plaintiff, viz.: 1, Silas Hamblin; 2, Moses Hurlburt; 3, Herman Hurlburt; 4, Elisha Baker; 5, William Leehye, Jun.; 6, John Brundage; 7, John Heeck; 8, Joseph Knapp; 9, Capt. Simon Colville.

Evidence sworn on the part of the defendants, viz.: 1, Justus Sherwood, Esq.; 2, Alexander Humphrey; 3, John Scott; 4, Oliver Everts; 5, John Chester; 6, Phebe Chester; 7, Jenny Cross; 8, Joel Smades.

The jury having heard the evidence in this cause, and having also heard the parties on their behalfs respectively, retire to consider of their verdict under the charge of Nicholas Mosher, bailiff.

The jury having returned into court say by Samuel Wilson, their foreman, that they find a verdict for the plaintiff in the sum of seven pounds, that is to say, two pounds for the hog and five pounds for his damages, *exclusive of the costs in this cause*, and so they say all.

J. McDONELL, J.C.P.

Thomas Bluard  
vs.  
Isaiah Cain.

On motion of Mr. Solomon Jones, of Augusta, surgeon, it is ordered that he files a power of attorney from the plaintiff, constituting him agent for the plaintiff, and he accordingly filed the said power of attorney.

The plaintiff by his agent filed declaration.

The defendant appears, and acknowledges that he is justly indebted to the plaintiff in the sum demanded in and by the declaration and confesses judgment thereon.

Mr. Jones, agent for the plaintiff, filed a note of hand from the defendant to the plaintiff.

Whereupon the Court do condemn the defendant to pay to the plaintiff the sum of six pounds, four shillings and threepence, Quebec currency, together with costs of suit to be taxed.

Simeon Coville  
vs.  
Oliver Sweet.

The plaintiff appears.

The defendant appears and says that his reason for wishing an adjournment is that he has some accounts against the plaintiff's demand, which are at present mislaid and cannot be found, and for which the plaintiff has not given any credit in his account.

The Court cannot admit of an adjournment of this cause on the reason offered by the defendant, and do therefore order that he enter plea to the merits.

The defendant comes into court and acknowledges himself to be indebted to the plaintiff in the sum of thirteen pounds, five shillings and fourpence, Quebec currency, and confesses judgment for the sum above said.

The plaintiff, being personally present in court, says that he will be satisfied for the demand made against the defendant in and by his declaration filed in this suit, on the defendant's paying to him the aforesaid sum of thirteen pounds, five shillings and fourpence, with costs of



suit, and therefore prays that judgment may be entered up against the defendant for the same.

Whereupon the Court, having considered the confession of the defendant, and the plaintiff's consent, do condemn the defendant to pay to the plaintiff the aforesaid sum of thirteen pounds, five shillings and fourpence, together with costs of suit.

The plaintiff appears, and for his plea says that he is in no wise indebted to the plaintiff as set forth in his declaration, and prays that the truth may be inquired of.

Whereupon the Court order that a venire do issue, returnable immediately, to summon a jury to try the issue joined in this cause.

The Sheriff returned the venire.

The jury impannelled and sworn to try the issue joined in this cause were:—

- |                      |                    |
|----------------------|--------------------|
| 1. Andrew Adams.     | 7. Jesse Purdy.    |
| 2. Ephraim Curry.    | 8. Richard Davis.  |
| 3. James Froom, Sen. | 9. Thomas Fraser.  |
| 4. John Hick.        | 10. Silas Hamblin. |
| 5. William Fraser.   | 11. Samuel Wilson. |
| 6. Philip Dulmage.   | 12. Henry Jackson. |

The plaintiff filed an account against the defendant.

The defendant filed an account against the plaintiff.

Evidence sworn on the part of the defendant, viz.:—  
1, John MacNeil; 2, Thomas Sherwood, Esq.

The jury having heard the declaration and the defendant's plea, and seen the exhibits filed and produced in this cause and heard the parties respectively on their own behalf, retire to consider of the verdict under charge of Nicholas Mosher, bailiff.

The plaintiff appeared.

The defendant appeared.

Ordered by the Court that this cause be put off and called again to-morrow.

The plaintiff appeared and prayed that he might be permitted to enter a retraxit of this suit, which the Court grant, and a retraxit is accordingly entered.

The Court adjourned till to-morrow at nine o'clock in the forenoon.

Simeon Coville  
vs.  
Joseph White.

Verneuil Lorimier  
vs.  
Daniel Smith.

James  
Breakenridge  
vs.  
Reuben Mott.

WEDNESDAY, 16th APRIL, 1794.

The Court met pursuant to adjournment.

Present: The same Judges.

Simeon Coville  
vs.  
Joseph White.

The parties being present in Court.

The jury having returned into Court say by John Hick, their foreman, that they find a verdict for the plaintiff in the sum of one pound, eighteen shillings and fourpence halfpenny, Quebec currency, with costs, and so they say all.

The Court having considered the verdict of the jury do confirm the same, and condemn the defendant to pay to the plaintiff the said sum of one pound, eighteen shillings and fourpence halfpenny, Quebec currency, together with costs of suit.

Verneuil Lorimier  
vs.  
Daniel Smith.

The plaintiff appears.

The defendant comes here into court and for his plea and in answer to the declaration saith that he is in no wise indebted to the plaintiff in his capacity or quality of agent for the Indians of Oswegatchie for any contract made with him or them, for any timber cut on the south side of the River Iroquois, he (the defendant) having already paid and satisfied for all the timber he has cut on that side of the river, and particularly for the timber for which the plaintiff now brings this action, he (the defendant) by the directions of the plaintiff, did pay one George Ailey, all of which he (the defendant) is ready to verify.

The plaintiff represents to the Court that as the defendant has set forth in his plea that he has made satisfaction for the timber by him cut on the south side of the River Iroquois, and has done so in compliance with the directions of the plaintiff, it will be necessary for him (the plaintiff) to have certain evidences to elucidate the directions alluded to by the defendant, which cannot be done at this term, by reason of the distance those evidence are at present from this place, and therefore prays that this cause lay over and be continued till the next term.

The plaintiff having made it appear to the Court that Mr. Solomon Jones, of Augusta, and Mr. George Ailey are principal and necessary evidences in this cause, and that they cannot be present before the close of this term, the Court do therefore, with consent of the defendant, order that this cause be continued over till next term, and that the parties do appear prepared with their evidences on the second day of the next ensuing term.

John Levingston  
vs.  
John Pottiar.

The plaintiff appears and files written articles of agreement between him and the defendant, with a promissory note under the said articles written from the defendant to the plaintiff.

The defendant having been duly called does not appear.

The plaintiff represents to the Court that he has ob-

tained a judgment of default against the defendant in the first week of this term, and whereas the defendant does still continue to make default by not appearing, after having been duly called this day, he therefore prays this Honorable Court will order final judgment to be entered up against the defendant for the sum demanded in and by the declaration.

Whereas it appears to the Court that the note given by the defendant to the plaintiff is in the nature of a penalty of a bond wherein damages may be included, cannot therefore give final judgment thereon without the verdict of a jury, and do therefore order that a venire do issue, returnable this day, to summons a jury to try the merits of this cause.

The plaintiff appeared and filed an account against the defendant for the sum of twenty-seven pounds, Quebec currency.

John Levingston  
vs.  
John Adam  
Stinger.

The defendant having been duly called does not appear.

The plaintiff represents to the Court that he obtained a judgment of default against the defendant in the first week of this term, and whereas the defendant does still continue to make default, by not appearing after having been duly called on this day, he therefore prays that this Honorable Court will order final judgment to be entered up against the defendant for the sum demanded in and by the declaration.

It appearing to the Court that the plaintiff in his declaration hath demanded damages, the Court therefore are of opinion that final judgment thereon cannot be given without the verdict of a jury, and do in consequence thereof order that a venire do issue returnable this day to summons a jury to try the merits of this cause.

The Sheriff returned the venire.

John Levingston  
vs.  
John Pottiar.

The jury impannelled and sworn to try the merit of this cause were:—

- |                    |                        |
|--------------------|------------------------|
| 1. Jesse Purdy.    | 7. John Hick.          |
| 2. Henry Jackson.  | 8. Ephraim Curry.      |
| 3. Silas Hamblin.  | 9. Thomas Fraser, Jun. |
| 4. David Sillick.  | 10. Andrew Adams.      |
| 5. Philip Dulmage. | 11. Richard Davis.     |
| 6. James Humphrey  | 12. Hugh MacIlmoyle.   |

Evidence sworn on the part of the plaintiff, viz.: 1, Thomas Doyle; 2, Major Watson; 3, Daniel Shipman.

The jury having seen the exhibits filed in this cause and having heard the evidence produced by the plaintiff,



retire to consider their verdict under the charge of Nicholas Mosher, bailiff.

William Scott  
vs.  
William Barton,  
Joseph Barton  
and John Barton.

The plaintiff appears in open court and prayed that final judgment might be entered up against the defendants according to the verdict of the jury.

The Court having seen and considered the verdict of the jury given in this cause do confirm the same, and condemn the defendants to pay to the plaintiff the sum of seven pounds, Quebec currency, together with costs of suit to be taxed.

John Levingston  
vs.  
John Pottair.

The jury having returned to court say by John Hick, their foreman, that they find a verdict for the plaintiff in the sum of eighteen pounds, Quebec currency, with costs, and so they say all.

John Levingston  
vs.  
John Adam  
Stinger.

The Sheriff returned the venire.

The jury impannelled and sworn to try the merits of this cause were:—

- |                      |                        |
|----------------------|------------------------|
| 1. William Fraser.   | 7. Andrew Adams.       |
| 2. John Hick.        | 8. Daily Sillick.      |
| 3. John Whitney.     | 9. Philip Dulmage.     |
| 4. James Froom, Sen. | 10. Jesse Purdy.       |
| 5. Henry Jackson.    | 11. Thomas Fraser, Jun |
| 6. Silas Hamblin.    | 12. Richard Davis.     |

The jury having heard the declaration and the plaintiff's account filed in this cause, and having requested that the plaintiff should attest to his account, which he accordingly did in presence of the jury, they retire to consider of their verdict under charge of Nicholas Mosher, bailiff.

The jury having returned into court say by John Hick, their foreman, that they find a verdict for the plaintiff in the sum of thirty pounds, Quebec currency, with costs, and so they say all.

The plaintiff being present in court moves that the Court will order final judgment to be entered up against the defendant.

The Court having seen and considered the verdict of the jury given in the cause do confirm the same, and condemn the defendant to pay to the plaintiff the sum of thirty pounds, Quebec currency, with costs of suit to be taxed.

John Levingston  
vs.  
John Potteair.

The plaintiff appears in court, and moves the Court that final judgment may be entered up against the defendant according to the verdict found by the jury in the cause.

The Court having seen and considered the verdict found by the jury in this cause, do confirm the same, and condemn the defendant to pay to the plaintiff the sum of eighteen pounds, Quebec currency, with costs of suit to be taxed.

The Court adjourned till next term.

J. McDONELL, *J.C.P.*

JOHN MUNRO, *J.C.P.*

## APPENDIX I.

## THE COURTS OF COMMON PLEAS.

In the same Number, 1198, Supplement to the Quebec Gazette, July 24th, 1788, which contained the publication of the Patent creating the five new Districts, Lunenburg, Mecklenburg, Nassau, Hesse and Gaspe, there was published another Patent or Proclamation dated July 24th, 1788, allowing the Judges of the Courts of Common Pleas to be formed in the new Districts certain fees, thus introducing the system already discredited in the older part of the Province.

There was in the same Number a notice of appointments on the Commission of the Peace in the Districts of Quebec and Montreal, 25 in Quebec (14 of French and 11 English and Scottish names), 41 in Montreal (27 of French and 14 English and Scottish names), including the Members of the Council. These we pass over as not belonging to our subject.

For the District of Lunenburg were appointed as Justices of the Court of Common Pleas, Richard Duncan, Edward Jessup, and John McDonell; as Sheriff, John Monroe; as Clerk of the Court of Common Pleas and of the Peace and of the Sessions of the Peace, Jacob Farrand. The Court of Common Pleas continued to be composed of the three, Duncan, Jessup and McDonell (Macdonell), until September, 1790, when Jessup ceased to serve; his successor, John Munro (or Monroe) took his seat for the first time in December, 1792. Duncan's last appearance as Judge was February 28, 1793, after which until the Court was abolished by the King's Bench Act in 1794, it was presided over by McDonell and Munro.

The Court according to the records sat at, Cornwall, Augusta, Edwardsburg, Osnabruck, Stormont and New Johnstown.

In Mecklenburg, the Justices of the Court of Common Pleas were: John Stuart, Neal McLean, and James Clark; the Sheriff was William Radford Crawford; the Clerk of the Court of Common Pleas, Clerk of the Peace and of the Sessions of the Peace, Peter Clark.

John Stuart was the Reverend John Stuart, who had permanently settled at Kingston the same year, 1788; he declined the office and Richard Cartwright was appointed in his place. James Clark did not sit after July 8, 1789. Hector McLean took his place, January 3, 1791, and Cartwright, with the two McLeans, continued to preside over the Court until its abolition—often, however, only two of them attended.

In the Court of Common Pleas for the District of Nassau, the Justices were John Butler, Robert Hamilton and Jesse Pawling; the Sheriff, Gilbert Tue, and the Clerk of the Court of Common Pleas, of the Peace and of the Sessions of the Peace, Phillip Fry. In this Commission there was a curious mistake made. It had been intended to appoint Benjamin Pawling, Colonel John Butler and Robert Hamilton, judges of the Court, but Jesse Pawling's name was inserted in the Commission instead of Benjamin Pawling's—however, this was speedily rectified, and on October 22nd, 1788, Jesse Pawling's Commission as judge was revoked (he being appointed a Coroner for the District), and Benjamin Pawling, Peter Tenbrook and Nathaniel Petit were added as judges to the two already appointed, Colonel Butler and Robert Hamilton.

There is no record of the proceedings of this Court known to be extant; but no doubt it sat at Newark.

In the District of Hesse the Justices of the Court of Common Pleas first appointed were: Duperon Baby, Alexander McKee and William Robertson. The Sheriff was Gregor McGregor, the Clerk of the Court of Common Pleas, Clerk of the Peace and of the Sessions of the Peace was Thomas Smith.

This District included in fact, if not in law, the stirring town of Detroit, where much trade was carried on. While from the conquest in 1760 till the Quebec Act of 1774, the Governor or Commandant at Detroit had been semi-independent, that Act brought Detroit within the Province of Quebec; the ordinance of February 25, 1777, automatically placed it within the District of Montreal and subject to the jurisdiction of the Court of Common Pleas of that District. How unsatisfactory that was may well be imagined when the distance, want of communication, etc., are considered—the inconvenience was in 1786 represented to the Governor by a committee of the merchants of Montreal, "Detroit is become a settlement, both of great extent and great consequence; it annually fits out a vast trade to the Interior Posts circumjacent to it which in



the course of carrying on, disputes and differences invariably arise, to determine which for the want of a judicial power on the spot, they are obliged to have resorts to the Courts at Montreal, where from the delay and expense occasioned by the great distance of one place from the other the suitor is generally more oppressed than benefitted—the great delay affords an opportunity to the debtor of making away with his property and the plaintiff thereby, independent of the loss of his debt, becomes further saddled with the costs of suit. For instance, the merchant of Detroit sends to Montreal for a summons against one of his debtors . . . His letter takes a month frequently coming down, the summons issues and three months is the shortest space allowed for its return and according to the season four, five and six months is granted. The summons goes up . . . some ignorant person is appointed to serve it, he commits an error; so that when the writ is returned, the service is found defective, and the only remedy then left to the plaintiff is to begin again—this happens at least three times out of five, but if perchance the summons is returned properly served and that judgment goes by default, it then requires six months before the property of the debtor can be seized upon at Detroit by virtue of an execution issuing on a judgment so obtained, and even when execution goes up it's of no avail unless the Commanding Officer of the Post interferes by affording Military aid to enforce it." The Report states that there are not less than forty suits a year above £10 sterling, by persons in Detroit against others in the same place and not above one-fourth have the desired effect, not to mention the very great expense for costs of suit—if a resident judge were to be appointed there would be three or four hundred suits as well below or above £10 sterling. The Report recommended the formation of a District separate from that of Montreal and composed of the Posts of Detroit and Michilimackinac, the establishing of a Court of Civil Jurisdiction therein to be called the Court of Common Pleas with similar jurisdiction to that of the other Courts of Common Pleas in the Province and presided over by one Judge whose judgment should be final upon to £50 currency (\$200) with an appeal to the Court of Montreal when over that sum. It will be seen that these merchants desired not only a new Court but a Court with one judge. There is no room for doubting that this Report expressed the sentiments of the Detroit merchants (the ordinary inhabitants of Detroit and its dependencies had no law suits and cared nothing for the constitution of the civil Courts.) The Governor in appointing Justices of the new Court had followed the recommendation contained in his instructions of January 5, 1775, which after advising that there should be a Court of Common Pleas in each of the two Districts then existing said, "that there be three judges in each of the said Courts of Common Pleas, that is to say, two of our natural born subjects of Great Britain, Ireland or our other plantations and one Canadian"—rather than the suggestion that in the inferior Court of King's Bench of civil and criminal jurisdiction in each of the proposed new Districts of the Illinois, St. Vincenne, Detroit, Missilimackinac and Gaspée, the Court should consist of one judge, a natural born subject, and that there should sit with him as an advisor only, a Canadian to give him advice in any matter when it should be necessary.

The Governor was well acquainted with the circumstances and condition of all the new as of the old Districts. We find him writing to Lord Sydney, November 8, 1788. "The Canadians, a new subject, occupy the Districts of Quebec and Montreal and some are also found in the Districts of Gaspe and Hesse. The three Districts of Lunenburg, Mecklenburg and Nassau are inhabited only by the loyalists or old subjects of the Crown. Accordingly, while he did not think it necessary to appoint a Canadian to any of the three Districts of Lunenburg, Mecklenburg and Nassau, he did appoint one in Hesse, Duperon Baby.

When the constitution of the Bench became known in Detroit, it caused great dissatisfaction—the "Merchant Traders and Inhabitants of Detroit to the number of 34, all 'old subjects,' drew up a 'Memorial and Representation' to Dorchester, saying that they were 'seized with an infinite alarm for the security of their properties under an arrangement which they see pregnant with the most destructive consequences.'"

No other judge was consequently appointed to this Court. Powell continued to be its "First Judge" and only Judge until its abolition in 1794, by the King's Bench Act of that year.

The Court sat at L'Assomption, now Sandwich.

In this alone of the four new Courts we have a certainty of the successive Clerks. They were Thomas Smith, Charles Smyth and William Monforton. The Sheriff was Gregor McGregor.

## APPENDIX II.

## THE COURT OF COMMON PLEAS FOR THE DISTRICT OF LUNEBURG.

The first sittings of this Court, so far as is shewn by the extant Records was June 1, 1790; there must have been previous sittings but the record of them has not been recovered.

Only two Judges sat: there is no provision in the ordinance of 1785 for the number of judges constituting a quorum. At the common law in the absence of an express provision a majority of the number of any class or body constitutes a quorum for doing business. Consequently two out of the three Justices were sufficient.

Nancy Drew vs. James Daugherty and Hannah, his wife.

This was an action for more than £10 sterling or there would have been no writ and no right to a jury. Ord. 1785, Arts 36, 9. The plaintiff was a woman without a husband (almost certainly a spinster as she had the same surname as her father, Paul Drew). At that time no married woman could sue in her own name at the English law and we may be reasonably certain that that rule would be applied at Cornwall.

The action seems to have been for slander, and the words complained of did not impute unchastity; simply such words were not then actionable.

The Sheriff had served a copy of the writ on the defendants with a copy of the "declaration," i.e., the pleading which set out the cause of action (corresponding to our present "Statement of Claim"); and it was his duty to return the writ to the Court with a statement of what he had done with it.

The defendants appeared: it may be that it was only the wife who was charged with uttering the slander—then and for long after the husband was liable to the full extent for the wrongs "torts" committed by his wife.

The defendants on appearing pursuant to the writ of summons had the right to make their answer to the declaration either at once or on some other day fixed by the Court and either in writing or verbal. Ord. 1785, Art. 8. Here the answer was made orally, whereupon it was the duty of the Clerk of the Court to "take down the substance thereof in writing and preserve the same among the records of the Court and in the same action."

The Ord. 1785 by Art. IX allowed either party to have the verdict of a jury in all cases of personal wrongs, such as slander, and the defendants elected to have a jury trial, whereupon the Court granted a *venire facias* to issue to cause a jury to attend on the morrow at 10 o'clock.

The following day the jurors attend and are impanelled (the Sheriff returning the writ). Witnesses are called by each party, no lawyers appear, but it is probable that the plaintiff was represented by her father, Paul Drew: the jury find for the defendants and the action is dismissed with costs.

Nancy Drew vs. David Bruce.

A similar action by the same plaintiff; the defendant appears and demands a jury; the next day the plaintiff asks for an adjournment to produce a necessary witness, the Reverend Mr. John Bryan. The Court against the remonstrance of the defendant grants the request and the trial is postponed to the following term. Before the next term comes round, September 16, 1790, the plaintiff had gone to "the Colonies," i.e., the revolted colonies, now the United States, and her father's prayer for a further enlargement being opposed by the defendant, he withdraws the action and has to pay the costs. One is tempted to think that the absence of the plaintiff in "the colonies" was calculated. She had already lost one and won one action and probably had had enough of it.

Nancy Drew vs. Stephen Miller.

A similar action. The defendant admits using the words complained of but demands a jury. The jury which tried the Daugherty case try this also, but with a different result. The defendant is obliged to pay £2 (\$8.00) damages and half the costs.

It will be observed that David Bruce, the defendant in the other action, was called as a witness by the defendant in this action, that he was objected to and the objection allowed.

Peter Bruner vs. John Markle.

Another case of slander—the defendant admits the words but denies that he intended to defame, but only to jest. This the Court properly held immaterial—



if one does another an injury he is not excused because he did not intend it (except on a criminal charge). "If a man in jest conveys a serious imputation he jests at his peril." The parties do not ask for a jury and the Court assess the damages at 2s. 6d. (60 cents).

Rossiter Hoyle vs. Farquhars.

We have here a continuation and the end of an action tried at some previous sitting. Judgment had gone for the plaintiff and a writ of execution issued (technically "*feri facias*" or *fi fa* goods and lands) to the sheriff to make the debts and costs out of the goods of the debtor and if these be insufficient out of his lands, the debtor pays the debt and there remains but the costs of the Court, the Clerk and the Sheriff to be paid. The plaintiff is ordered to pay these. The plaintiff appears by an Agent, Mr. John Beikie of Cornwall. He was not an Attorney at Law and never became one, but this was no objection to his acting as Agent.

Rossiter Hoyle vs. Phillip Crysler.

Another precisely similar case.

Thomas Coffin vs. Jacob Countryman.

The defendant appears and settles the debt, apparently also the costs, as he is "Discharged from this Suit." The plaintiff is represented by an Agent, Clerk of the Court and so well known in the District.

Elisabeth Loucks vs. Hannah Loucks.

The case is settled, the plaintiff to pay the costs. The plaintiff has an Attorney, Thomas Walker.

Samuel Adams vs. Hugh Munro.

Hugh Munro, the defendant, was one of the two Coroners (Joel Stone being the other) for the District. He had sold certain land but claimed there was a balance due of 20s. (\$4.00) and that the balance had not been tendered or the deed presented for his execution. Thos. Walker, Attorney for the plaintiff, asserts (1) that the balance had been tendered and (2) that there was no need to tender a deed as Munro had a deed prepared in his own hand writing which he refused to execute. The Court ordered Munro to execute the deed and to pay the costs.

No common law court in England had the power to make such an order. All that any but a Court of Chancery could do would be to award the plaintiff damages. No Chancery Court would have made this order under the circumstances. The vendor of land could not be called upon to give a piece of paper or parchment in addition to the land; if the purchaser desired a deed he must have a deed prepared, or if it were prepared by the vendor's solicitor, must pay for it.

David Su vs. Alex. Campbell.

At the request of both parties this case was referred to arbitration, William Faulkner being named the sole arbitrator. His award was approved. The practice of referring cases to arbitration is no longer followed by our Courts, but there is no objection to the parties themselves referring their differences to arbitration, quite the contrary.

Margaret Piller vs. Frederic L. Markley.

The husband appears for the plaintiff.

William Faulkner, Esq., Curator to the Estate of Barnes Spencer, deceased,  
vs. Joseph Brownell.

The plaintiff has an attorney and naturally the defendant asks an enlargement to procure Counsel which is granted. On the first day of next term, January 13, 1791, he is represented by James Walker, who files a plea for him and the next day the plaintiff abandons his action by filing a *retraxit*. A Curator is not known to the English Law, it is a civil law term. This should have been the end of the proceedings, but we find, September 27, the plaintiff, through his Counsel, arguing in support of a petition he has presented to the Court and on the following day the petition is disposed of. It would seem that the costs of the defendant were not paid and that he had an execution issue for them against Faulkner personally. Faulkner moved against this execution and the Court directed the execution to issue against him as Curator of the estate only, so that if there were not sufficient assets of the estate in his hands the unfortunate defendant would



lose them. At the present time the costs would be ordered to be paid out of the estate and if not enough in the estate, by the executor (or curator) himself, so that the defendant would not lose them.

George Barnhart vs. Abraham Marsh.

The defendant wishes to be on even terms with the plaintiff and obtains an enlargement to procure Counsel, but we hear no more of the case.

George Barnhart vs. George Johnston.

This defendant is in like case and is allowed the like indulgence. Next term James Walker appears for him, a jury is called and a verdict given for the defendant.

George Barnhart vs. James Johnston.

This defendant has the same privilege. The next term James Walker appears for him and apparently daunted by his ill success in the previous action, the plaintiff abandons his case, paying the Clerk's fee, £1 4s. 6d.

The amount of the fees show that the sum claimed was less than £30 currency and over £10 sterling. Ord. 1780 allows for Clerk's fees, £1, 2s. 6d., in such cases, exclusive of office copies of paper and 6d. per sheet of 100 words for office copies of papers.

George Barnhart vs. Jeremiah French, Esq.

Thomas Walker and James Walker for the parties. A jury trial is fixed for Tuesday, January 18, 1791, but the Sheriff cannot get the jurors in time. Four days after the jury comes but the plaintiff does not want to go on, and the case is enlarged till the following June, when the verdict is found for the defendant.

John Shell vs. Phillip Crisler.

This is a case more than £10 sterling. On the failure of the defendant to appear on the day named in the writ of summons (here called "summons") he was defaulted, "Ord. 1785," Art. VI, and if he did not attend the next court the evidence for the plaintiff was taken in his absence and judgment given accordingly—if he did appear and paid the costs he was allowed to defend, "Ord. 1785," Art. VIII.

The case seems to have been settled: We see no more of it.

McTavish Frobisher & Co., vs. Rossiter Hoyle.

The plaintiffs were the well-known Montreal merchants, and had James Walker represent them. Hoyle defends in person. The subsequent proceedings show this to be a most interesting case. The plaintiffs had brought an action against the defendant in the Court of Common Pleas at Montreal, and applied for a Writ of Attachment. The ordinance of April 30, 1787, provided that "no process of attachment (except in one case not here in question) shall hereafter be issued for attaching the estate debts or effects . . . of any person . . . whomsoever, whether in the hands of the owner, the debtor or of a third person, prior to trial and judgment, except there be due proof on oath (to be indorsed on the writ of attachment) to the satisfaction of one of the judges . . . that the defendant or proprietor of the said debts and effects is indebted to the plaintiff in a sum exceeding £10, and is about to secrete the same or doth abscond or doth suddenly intend to depart from the Province with an intent to defraud his creditor or creditors, etc., etc."

The plaintiffs obtained an order attaching the defendant's "estate, debts and effects" from Judge Fraser and a Writ of Attachment issued to the Sheriff.

By the ordinance of April 30, 1789, Sec. 14, it was provided that the new Courts should assist the other Courts, new or old, for the perfecting of execution, and this was a proceeding to attach the goods of the defendant in the hands of John Beikie.

The defendant objected to the sufficiency of the affidavit before Mr. Justice Fraser, but in vain, one cannot attack a judgment or other formal proceeding in a Court "by a sidewind"—it must be attacked in the Court and directly.

Beikie was examined by the Court and when he admitted having goods of the debtors and owing him money, these were attached. This seems to have been effective, as by the next court day the debt is settled.

## Justice Sherwood vs. Samuel Adams.

An action for slander. The defendant admits the words and "justifies." The plaintiff asks for a jury, the defendant is not ready, but neither counsel nor Court will listen to his plea for delay to procure two witnesses who are out of the Province. The next day the plaintiff repents and the case goes over till next term, to be held in January, 1792. The defendant appeared but there were not enough judges in the District to form a Court. In December, 1792, the Court having been fully constituted by the appointment of John Munro in the place of Edward Jessup, directed the action to begin *de novo*. Next month has not yet got his witnesses and the case stands over: then the defendant gets an Attorney, a "Professional Counsel" and the plaintiff appears in person. The Attorney pleads that the action is barred by lapse of time which takes the plaintiff all aback and he asks for time to procure Counsel. *Curia advisari vult*.

The next day the Court disallows the plea of the Statute of Limitations, giving several very bad reasons for their judgment, and it is decided to grant commissions for the examination of witnesses outside of the District. In May, 1793, the plaintiff files his replication, i.e., his answer to the defendant's plea. The next day Counsel for the defendant wants the plaintiff ordered to deliver his interrogatories or be barred from the commission, the Court takes up the cudgels for the plaintiff and orders the legal questions which retard the progress of the suit to be argued next term, with an intimation that if the Attorneys do not attend the Court will "put a period to the suit" anyway. Notwithstanding this the case is again adjourned owing to the absence of the defendant, then he is defaulted and the plaintiff asks final judgment. At length, in November, the defendant not appearing, the Court gives the plaintiff judgment and have a jury called to assess the damages. The jury find *the plaintiff not guilty* and award him £500 and costs of suit.

In April, 1794 the defendant gives notice of appeal, and the Court after consideration is ready to allow his Bail and upon his giving the requisite security and producing a "Writ of Appeal directed to the Judges of this Court from any Court in the Province authorized to give such Writ," the defendant would have the security allowed and the Writ obeyed. But there was no such Court and Samuel Adams had no relief.

## Jacob Empey vs. Nicholas Lang.

By an ordinance of April 22, 1790, it was provided that it should not be lawful for anyone to "let his horses, horned cattle, sheep, goats or hogs trespass on individuals or stray in the public highroads . . . And if any neat cattle, goat or sheep be taken in trespass or straying in the public highway, the proprietor thereof over and above the damage which may be recovered in due course of law, shall incur a fine of one shilling for each neat cattle or goat, and threepence for each sheep. . . . And . . . every injury and damage which shall be sustained by every such straying or trespass as before mentioned may be used and recovered in the Court of Common Pleas of the District." The plaintiff claims damages for trespass by the defendant's horses, the defendant says they are not his horses, and the next day the plaintiff abandons his action.

## Justus Sely vs. Hugh Johns.

The difficulties arising from there not having been judges enough to hold a Term are gotten over by ordering a new action to be brought. It was considered that the former action had become effete.

## Stephen Miller vs. Joseph Anderson, Curator.

The plaintiff sues for an account—the matter is referred to arbitrators who proceed with the reference: but the Court thinks that the work has not been properly investigated and send the matter to two carpenters agreed upon by the parties. Next term the arbitrators report that the accounts have balanced and the Court accepts the award and directs each party to pay half the costs. An action by the same plaintiff against Captain Samuel Anderson had been arbitrated upon by the same two carpenters apparently to the satisfaction of the Court.

## Joseph Burton vs. Lewis Nadeau.

Another case of slander. The defendant admits the defamatory words but is not ready for trial. The following term he demands a jury trial and the jury find against him with 5s. (\$1.00) damages.



Jeremiah French vs. George Barnhart.

An action on two promissory notes tried by the Court notwithstanding the Act of the Legislature of Upper Canada, passed the previous year, directing all issues to be tried by jury (two of the Judges, Richard Duncan and John Munro were members of the Legislative Council, so that they could not plead ignorance of the law).

It would seem that Samuel Sherwood and Charles Bennitt were in partnership as Sherwood & Bennitt, and that they gave Barnhart a note for £34 12s. which Barnhart was to give to Messrs. Auldjo & Maitland, well-known merchants of Montreal, that Barnhart did not give it to Auldjo & Maitland but to John Plat, a Blacksmith of Montreal, who was French's agent, with an endorsement over to French. Sherwood & Bennitt offered to pay part but Plat refused to accept, and the note was unpaid. If Sherwood & Bennitt had been promptly sued they could have paid, but became unable. How the other note for £15 11s. 6d. signed by John German, got into the plaintiff's hands does not appear, but it was also endorsed by Barnhart. The two notes were given to settle a judgment French had against Barnhart in the Court of Common Pleas at Montreal.

The defendant, Barnhart, had received a receipt in full for the judgment which the plaintiff claimed was conditional upon his being paid the two notes.

The Court held as a fact that the notes were taken as absolute payment of the debt and not as conditional payment or security which was not enough to dispose of the case in favour of the defendant; then that he was not liable as endorser, there being no Protest or Notice of Dishonour. The first reason alleged indicates some confusion of thought; the third is unnecessary and not based on law.

John Barnhart vs. George Barnhart.

The plaintiff gave a Power of Attorney to a layman to represent him. The Court of Common Pleas of the District of Mecklenburg were very particular in requiring a formal written Power of Attorney to be filed perhaps to prevent repudiation of the agent's acts by the principal; the defendant is allowed time to plead. Next term, the defendant wants the case put off for another term, the plaintiff's new agent objects and the trial proceeds. It turned out that the plaintiff had owned some cattle and sold them to the well-known Col. John Butler of Niagara, that the plaintiff gave to the defendant an order for the price of them on Col. Butler, and that Col. Butler paid the order to the defendant, the defendant admitted getting the order but refused to be sworn. The Court found for the plaintiff for £11 5s. Quebec currency, without requiring strict proof of the payment by Col. Butler.

James Clark vs. John Cafford.

A curious case: Cafford was in possession of part of Lot 20, on the south side of the River au Raisin which was the property of the plaintiff. John Cameron bought the land from the plaintiff but could not get possession from the plaintiff as the defendant held it. Cameron, therefore, called upon the plaintiff to give him the land he had bought. The defendant being summoned to Court offers to give up possession upon being paid for his improvements. This the Court ordered, the amount of the value of the improvements to be determined by arbitration. Next month the plaintiff files a retraxit—probably the land was not worth more than the amount of the award or perhaps the defendant bought Cameron out.

John Empey and Simon Clark vs. Philip Kryslar.

The plaintiffs have a default note on filing a bond for £60. The next term Jacob Farrand appears for them filing his Power of Attorney and obtains judgment for the full amount of the bond.

Farquhar McDonell vs. Martin Walter.

A case of a bond conditioned on the performance of certain work which had been partly done. Following the true rule the plaintiff could not have the full amount of the penalty but only his damage by the breach of the condition. This was referred to arbitration. The arbitration is next term, found not to have been conducted on the proper principle and new arbitrators are appointed. Their award is filed and the defendant is ordered to pay £12 5s., Halifax or Quebec currency.



Robert McGregor vs. John & Michael Quin.

An action on an account of £16 7s. 9½d. John Quin says that he appointed Dobie & Badgely, his agents, to receive the compensation coming to him as United Empire Loyalist, from the Home Government, and that the plaintiff acted for Dobie & Badgely; but that he (John Quin) never received an account from them and he does not know how the accounts stand. McGregor swears that he delivered an account to John Quin and he is ordered to pay £16 1s. 2½d. Michael simply denied liability but he also failed.

Simeon Covill vs. Abel & James Harrington.

Although default was entered against the defendants—on a writ of attachment—a jury was called to try the case November 6, 1793. This was in pursuance of the recent legislation at Newark. The practice was followed in other cases.

Robert McGregor vs. John Bryon.

The Ord. 1785 by Article IV, provided that if one or more of the Judges of the Court of Common Pleas should be satisfied by the affidavit of the plaintiff, his book-keeper, clerk or legal attorney, that the defendant was indebted to the plaintiff in a sum exceeding £10 sterling, and satisfied by the oath of the plaintiff or some other person that he was about to leave the Province, whereby the plaintiff should be deprived of his remedy against him, the Judge or Judges might issue an attachment or *capias* to the Sheriff to hold him to bail or commit him to prison till he gave bail, or if he did not give bail, till two days after judgment. Here the plaintiff, McGregor, obtained leave to file such an affidavit and a writ issued ("Process" means "any proceeding to bring a person before the Court").

Nothing further seems to have been done in this action except noting a default till November, when another default is noted. January 17, 1794, the plaintiff files a *retraxit*.

Charles Bennett vs. Thomas Stratton.

On March 10, 1792, the plaintiff procured a Writ of Attachment which was returned December 10, 1792, but neither party appeared in Court, the same thing happening the next day; the case is dismissed. But they both turn up November 5, 1793, in a new suit with a new Writ of Attachment, and on the following day the defendant asks leave to file a plea to the new case and a "plea in abatement," a dilatory plea to both the new case and the old one. The Court seeing that the pleas had been drawn by an Attorney or Counsel gives the plaintiff an enlargement till the following term so that he may obtain Counsel. The next day the Sheriff returns the Writ in another action between the same parties and the defendant asks for time to get a lawyer. The Court refuses, as this action was on a "Plain Promissory Note." A jury is called and this action is disposed of by a judgment for the plaintiff for £15 Halifax currency, interest and costs. But the former case did not come on till later, January 17, 1794. It stood over for three days—there the plea in abatement was held bad and the defendant compelled to plead. Next day the case went to arbitration. An award was made and either lost or maliciously destroyed by the defendant. This being proved by oral evidence, the award is enforced on a certified copy being filed and proved.

John McKinivan vs. Henry Bolton.

The plaintiff having died, his "widow and relick" is allowed to continue the suit—something wholly unknown to law and wholly irregular. We have not yet got so far even in our common sense method of procedure. We still require an executor or an administrator to take up the case of a deceased.

The matter goes to arbitration. The award is approved (except that the Court will tax the costs). It is adverse to the plaintiff, the plaintiff does not pay and no doubt the defendant obtains execution on his complaint.

William Buell vs. Mary (Mercy) Buell, Executrix and Bemsley Buell, Executor to the Estate of Timothy Buell, Deceased.

This case shows a more regular course. Executors are before the Court and they not appearing the plaintiff asks that they have time given to plead. Not appearing January 17, 1794, a default is entered. April 12, the defendants file a plea in abatement, a dilatory plea (see note 27) which is overruled and then they plead to the merits. On consent, the matter is referred to arbitration named who are to report the following term, but there was no following term for the Court of Common Pleas.

Terence Smith vs. John Man.

This case shows the great care taken by the Court that a litigant should have a chance to explain his case. The plaintiff's agent obtains a default the second day of the sittings. When the defendant does not appear on the first day of the following term, the case is put over, this is done the second time. Then it turns out that the defendant has never been notified of the action (although the Sheriff had returned the Writ November 5, 1793) and the Court adjourns the case for another term. The following term the plaintiff appeared by his agent, the defendant does not, but the defendant could not possibly have had notice and the case stood over again to a term which never arrived.

Simon Covill vs. Joseph Griffin.

Final judgment irregularly entered without a trial by jury.

William Robinson vs. Jacob Carns.

Apparently an action for the price of a mare and a bridle delivered with her—the jury find for the defendant as to the price of the mare (presumably she was really the defendant's own mare or she had been paid for in some way), but for the plaintiff for the bridle, 4s. and the plaintiff has judgment for 4s. and costs.

Simeon Covill vs. Joseph Knapp.

A regular proceeding, notwithstanding default of defendant, the case is tried by a jury. So also in the next case, Covill vs. Shipman; also White vs. Shipman; Paterson vs. Stooks; Levingston vs. Pottiar (or a bond); Levingston vs. Stinger (damages); Scott vs. Barton; Coville vs. White; but not in Anderson vs. Bissell; Peters vs. Watson; White vs. Griffin; Fraser vs. Griffin; Wilkinson & Beikie vs. McCredy; Beikie vs. McCredy; Wilkinson vs. McGregor; Wilkinson vs. Falkner (two cases); Hay vs. Grant (but this was where the defendant admitted liability); Bluard vs. Cain (same remark); Anderson vs. Hope; Covill vs. Sweet (for admitted balance of account).

John Levingston vs. John Pottiar.

An action on a promissory note given to secure the performance of an agreement. This the Court considers equivalent to a bond for the same purpose and a jury is called to assess the damages which it does at £18 Quebec currency.

Simeon Covell vs. Joseph White.

A case where a set-off of accounts seems to have been permitted.

William Scott vs. William Barton, Joseph Barton and John Barton.

A plea in abatement (probably misjoinder) fails and the plaintiff gets "£2 for the Hog and £5 for his damages."

John McGill of Montreal, Merchant, vs. John McDonell, Curator to the Estate of Duncan McDonell, Deceased.

Duncan McDonell had died intestate and John McDonell chosen by the family counsel as Curator of the vacant succession. It was his duty to get in all the personal property of the deceased, pay his debts and divide the remainder amongst those rightfully entitled to receive the same. A creditor, the well-known John McGill of Montreal was not paid and the Curator is summoned to appear in the Court at the house of Richard Loucks in Osnabrock Township, and render an account of his stewardship. The order should not have been made in the Court of Common Pleas at all but in the Prerogative Court, but the Judges were the same and technicalities were not pressed too far in this Court.



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# AUDITOR'S REPORT

1916-17

Prepared pursuant to the provisions of an Order-in-Council dated the  
28th day of October, 1909

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PRINTED BY ORDER OF  
THE LEGISLATIVE ASSEMBLY OF ONTARIO

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TORONTO :

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1918

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TORONTO



TO HIS HONOUR, SIR JOHN STRATHEARN HENDRIE, K.C.M.G., C.V.O., *a Colonel  
in the Militia of Canada, etc., Lieutenant-Governor of the Province of  
Ontario.*

MAY IT PLEASE YOUR HONOUR:

The undersigned has the honour to present to Your Honour statements of the Auditor pursuant to the provisions of R.S.O., 1914, chap. 23, sec. 14, sub-sec. 2 of the Audit Act.

Respectfully submitted,

T. W. MCGARRY,

*Treasurer of Ontario.*

Treasury Department, Ontario,  
Toronto, February 2nd, 1918.

AUDIT OFFICE,

TORONTO, February 2nd, 1918.

SIR,—I have the honour to submit for the information of the Legislative Assembly pursuant to the provisions of an Order-in-Council dated 28th October, 1909, as provided by R.S.O. 1914; chap. 23, sub-section 2 of section 32, and pursuant to the provisions of sub-section 2 of section 14 and sections 28 and 29 of the Audit Act:—

- (A) Statement of Reports to Council of cheques issued which the Auditor refused to certify.
- (B) Statement of Special Warrants issued.
- (C) Statement of expenditures in excess of appropriations.

J. CLANCY,

*Auditor.*

HON. T. W. MCGARRY, K.C., M.P.P.,

*Treasurer of Ontario.*

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# A

## TREASURY BOARD OVER-RULING.

Re AMENDMENT ADMINISTRATION OF JUSTICE EXPENSES ACT,  
7 GEORGE V, CHAP. 29, SECTION 5.

AUDIT OFFICE,

TORONTO, April 14th, 1917.

DEAR SIR,—Among the measures passed at the last session of the Legislature one of which is Section 6 of bill number 166 amending sub-section 2 of section 43 of the Act respecting the Expenses of the Administration of Justice.

In this change in the law the legal presumption must be that the Legislature intended to remedy some existing evil or defect in the audit of the accounts in connection with the expenses of the Administration of Justice as conducted by the Auditor for the Province.

It necessarily follows that in declaring that a clerk in the Attorney-General's Department shall audit the accounts of that Department and that his audit shall be final, anything in the Audit Act to the contrary notwithstanding the intention of the Legislature must have been to insure greater efficiency and to afford better safeguards in the expenditure of the public money than hitherto obtained.

This transfer from the audit office of the powers and duties enabling an audit to be made with all that is implied in what an audit should mean, makes it obviously clear that it could not have been contemplated or present to the mind of anyone and much less present to the mind of the Legislature that the Auditor for the Province should bear a false and worthless part in connection with the audit of the accounts for the expenses of the Administration of Justice by certifying the issue of cheques and countersigning cheques for expenditures of the public money where and when he had no knowledge and no means of obtaining any knowledge as to the regularity, accuracy or legal propriety of such expenditures.

As is well known, the certifying the issue of cheques by the Auditor for expenditures of the public money is not a mere mechanical process, but a supreme and uncompromising test and pledge of fidelity to public duty, which can only be faithfully discharged by a full and enlightened knowledge of all the facts for his guidance and with a rational conception of official responsibility.

In view of all the circumstances as I understand them I beg leave to respectfully submit for your consideration the foregoing.

Yours faithfully,

J. CLANCY,

*Auditor.*

Hon. I. B. Lucas, K.C.,  
Attorney-General.

## DEPARTMENT OF ATTORNEY-GENERAL,

TORONTO, April 23rd, 1917.

DEAR MR. CLANCY,—I have your letter of the 14th instant in reference to section 6 of bill 166 amending the Act respecting the Expenses of the Administration of Justice.

I think you have misinterpreted the object of the bill. The one purpose was to do away with what seemed to be a duplication of work with the result from time to time of delay in the payment of accounts. As I understand, at one time the practice was that the Auditor accepted the certificate of the Auditor of Criminal Justice as conclusive, and in view of the fact that the accounts are first audited by the County Board of Audit and then by Mr. McLaurin as Auditor of Criminal Justice accounts, it seemed to me unnecessary that there should be a duplication of this work and another audit by your office. I do not think sound business principles justify the expense of three audits, and the sole purpose of this legislation was to make it clear that no responsibility rested on your office to check and audit these accounts or to allow or disallow any particular items.

As I understand it, the responsibility of the Audit Office will now be to see that the accounts are duly certified by the Auditor of Criminal Justice Accounts and charged to the proper appropriation.

I trust the new procedure will in actual practice work out all right and will at any rate to some extent remove the cause of complaint as to delay in paying these accounts and at the same time reduce what seems to me unnecessary expenditure in the duplication of audit work.

I am,

Yours very truly,

I. B. LUCAS,

James Clancy, Esq.,  
Auditor,  
Buildings.

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AUDIT OFFICE,

TORONTO, April 28th, 1917.

DEAR SIR,—I have your letter of the 23rd inst. referring to Section 6 of Bill No. 166 amending the Act respecting the expenses of the Administration of Justice, from which I understand the objects of the bill as explained by you to be substantially as follows:

- (A) To do away with the audit of these accounts by the Audit Office and thereby prevent the duplication of the work of audit—the result of which has been from time to time the cause of delay in the payment of accounts.



(B) That by reason of the fact that these accounts are first audited by the County Board of Audit and then by Mr. Maclaurin, it was deemed unnecessary that there should be a duplication of the work by another audit in the Audit Office, and you do not think that sound business principles would justify the expense of three audits.

At the very outset it is submitted that it would be quite unfair to overlook the fact that whatever value the audit by the County Board may have for the purposes of the County (none of the expense of which is borne by the Province) it has no value and affords no assistance or guide in determining the expenses of the Administration of Justice that should be borne by the Province and by the County respectively. It is, therefore, further respectfully submitted that this may be dismissed as forming no part in auditing the accounts or in expense to the Province.

The number and kind of audits necessary to afford efficient safeguards in the expenditure of the public moneys as well as the limit of expenses justified to conduct such audits are matters involving questions of policy not for the Auditor to decide.

I may, however, be permitted to point out that there has been no duplication in the work by reason of the Audit Office auditing these or any other accounts, but instead the beginning and the closing of the one and only disinterested audit in succession to the preliminary audits made in all the departments without distinction as provided under Section 9 of the Audit Act which reads as follows:

“The deputy heads of the several departments, or the officers, clerks,  
“or other persons charged with the expenditure of the public moneys shall  
“respectively audit the details of the accounts of the several services in the  
“first instance and be responsible for the correctness of the audit.”

You intimate that at one time the practice was that the Auditor accepted the certificate of Mr. Maclaurin as conclusive. I have to say that no such practice has obtained during my time, and that daily experience has shown that to accept or to conclude that it was intended to accept the certificate of any officer or clerk as conclusive in respect to accounts under his charge (the experience with Mr. Maclaurin certainly furnishing no ground for exception to the rule) would to say the least be a very serious mistake.

One of the outstanding objects of the bill as I understand, is to prevent the well-known delay in the payment of accounts for the expenses of the Administration of Justice—the sole cause of which is attributed to the fact of these accounts having been unnecessarily audited by the Audit Office.

This allegation is by no means a new one, but is one of long standing, which has (I am convinced without your knowledge) been industriously repeated with singular regularity notwithstanding that it has been again and again contradicted upon evidence, the truth of which has never been challenged. One example of this was brought to your attention on the occasion of the following letter:

TORONTO, February 24th, 1916.

DEAR SIR,—There would appear to be an impression in your Department that payment of accounts in respect to Administration of Justice expenses has been unduly delayed by reason of not having received prompt attention in the Audit Office.

It has been brought to my attention that representations are being made to your Department to this effect, and in order that you may be fully possessed of the

facts, I am taking the liberty of forwarding to you the enclosed statement as a sample, and shall be glad to furnish a similar statement in respect to any County in the Province.

Yours truly,

Hon. I. B. Lucas, K.C.,  
Attorney-General.

J. CLANCY,  
*Auditor.*

The crucial test of the truth of the allegations of delay caused by the Audit Office must be found in the time the accounts were received and the time they were passed for payment.

The following statement affords a fair example of the conditions that obtain throughout the Province, and shows what has been repeatedly shown heretofore, namely, that the accounts in respect to the expenses of the Administration of Justice have been audited and passed by the Audit Office with the same promptitude that the accounts of all the other Departments have been passed.

It furthermore shows that the delay, such as it may be, and of long standing, as it certainly has been in the payment of these accounts, is unmistakably traceable to Mr. MacLaurin's own office.

#### COUNTY OF BRUCE.

Quarter.	Received by Attorney General's Department.	Received by Audit Office.	Passed by Audit Office.	Cheques mailed by the Treasury Department.
Sept., 1915.....	Mar. 21st, 1916....	May 19th, 1916....	*May 22nd, 1916...	May 25th, 1916
Dec., 1915.....	Mar. 29th, 1916....	May 23rd, 1916....	†June 5th, 1916...	June 7th, 1916
Mar., 1916.....	July 29th, 1916....	Oct. 4th, 1916....	Oct. 6th, 1916...	Oct. 12th, 1916
June, 1916.....	Aug. 9th, 1916....	Oct. 20th, 1916....	Oct. 23rd, 1916...	Oct. 27th, 1916

#### COUNTY OF HALDIMAND.

Dec., 1915.....	Jan. 15th, 1916....	May 15th, 1916....	May 20th, 1916...	May 26th, 1916
Mar., 1916.....	April 25th, 1916....	June 30th, 1916....	July 3rd, 1916...	July 7th, 1916
June, 1916.....	Aug. 8th, 1916....	Oct. 16th, 1916....	Oct. 17th, 1916...	Oct. 20th, 1916

#### COUNTY OF ONTARIO.

June, 1915.....	Aug. 26th, 1915....	Feb. 11th, 1916....	Feb. 14th, 1916...	Feb. 16th, 1916
Sept., 1915.....	Mar. 2nd, 1916....	May 27th, 1916....	June 2nd, 1916...	June 7th, 1916
Dec., 1915.....	July 7th, 1916....	Sept. 7th, 1916....	†Sept. 19th, 1916...	Sept. 22nd, 1916
Mar., 1916.....	July 7th, 1916....	Oct. 4th, 1916....	§Oct. 12th, 1916...	Oct. 18th, 1916

\* Returned to Attorney-General's Dept., May 20th, for correction. Received again by Audit Office, corrected, May 22nd.

† Returned to Attorney-General's Dept., May 27th, for correction. Received again by Audit Office, corrected, June 5th.

‡ Returned to Attorney-General's Dept., Sept. 9th, for correction. Received again by Audit Office, corrected, Sept. 19th.

§ Returned to Attorney-General's Dept., Oct. 6th, for correction. Received again by Audit Office, corrected, Oct. 12th.

Yours truly,

Hon. I. B. Lucas, K.C.,  
Attorney-General.

J. CLANCY,  
*Auditor.*

COPY OF AN ORDER-IN-COUNCIL APPROVED BY HIS HONOUR THE LIEUTENANT-GOVERNOR, THE 8TH DAY OF MAY, A.D. 1917.

Upon the recommendation of the Honourable the Attorney-General, the Committee of Council advise that pursuant to sub-section 2 of section 43 of the Administration of Justice Expenses Act as amended by section 5 of an Act to Amend the Administration of Justice Expenses Act, chapter 29, 7 George V., the accounts mentioned in said sub-section shall be audited by the Auditor of Criminal Justice Accounts according to the tariffs prescribed by law in force from time to time, and in case the said Auditor is doubtful as to the interpretation of any item, he shall report thereon to the Attorney-General, and the ruling of the Attorney-General as to the same shall be final.

Certified,

J. LONSDALE CAPRÉOL,  
*Clerk, Executive Council.*

AUDIT OFFICE,

TORONTO, May 12th, 1917.

DEAR SIR,—Having regard to the provisions of sub-section 2 of section 43 of the Administration of Justice Expenses Act as amended by section 5 of 7 George V., chap. 29, by which for the purposes of the said Act the Audit Act has been repealed.

It is submitted that the Auditor has no power to do any act, matter or thing under the authority of the Audit Act or any other Act in respect to the payment of accounts for the expenses of the Administration of Justice from which he has been precluded from having any knowledge.

Yours truly,

J. CLANCY,  
*Auditor.*

Hon. I. B. Lucas, K.C.,  
Attorney-General.

DEPARTMENT OF ATTORNEY-GENERAL,

TORONTO, May 15th, 1917.

DEAR SIR,—I have been directed by the Honourable the Attorney-General to acknowledge the receipt of your letter of the 12th instant and to inform you that this matter will be referred to the Treasury Board for a ruling under R.S.O. 1914, chapter 23, section 14, 1 (c).

Yours truly,

A. N. MIDDLETON.

James Clancy, Esq.,  
Auditor,  
Buildings.



COPY OF A MINUTE OF THE TREASURY BOARD, DATED THE 31ST DAY OF MAY, A.D. 1917.

A difference having arisen between the Provincial Auditor and the Department of the Attorney-General as to the payment of certain Administration of Justice Expense Accounts amounting to \$18,157.12 as per the requisition of the said Department dated 9th May, 1917, having been referred for the determination of the Treasury Board under the provisions of Clause "C," sub-section 1 of section 14 of the Audit Act, chapter 23, R.S.O. 1914, upon consideration of the correspondence submitted, the objections of the Auditor and the answers of the Department thereto, the Board is of opinion that the Audit Act is not repealed as claimed by the Provincial Auditor with regard to the Administration of Justice Expenses Accounts, but that the said Provincial Auditor still has the duty as required by the Audit Act to see that there is an appropriation out of which the said accounts can be paid, to charge up the payment of the said accounts against such appropriations and also to countersign the cheques for payment of such accounts, and the Board directs accordingly.

And the Board is also of opinion that under section 15 of the Audit Act the duties of the Provincial Auditor in satisfying himself that the issue of cheques are authorized before countersigning same is to see that the Auditor of Criminal Justice Accounts has certified that he has audited same and to see that there is an appropriation out of which the same can be paid, and the Board directs accordingly.

And the Board is also of opinion that the above mentioned accounts should be paid and directs that cheques therefor be issued accordingly.

Certified,

J. LONSDALE CAPRÉOL,  
*Clerk, Treasury Board.*

---

AUDIT OFFICE,

TORONTO, June 5th, 1917.

DEAR SIR,—I am in receipt of a minute of the Treasury Board of the 31st day of May, 1917, defining the duties of the Auditor respecting the payment of accounts for the Administration of Justice expenses and directing him accordingly, which in part is as follows:

"The Board is of opinion that the Audit Act is not repealed as claimed by the Provincial Auditor with regard to the Administration of Justice expense accounts but that the said Provincial Auditor still has the duty as required by the Audit Act to see that there is an appropriation out of which the said accounts can be paid."

The foregoing direction, namely, "To see that there is an appropriation out of which such accounts can be paid," it is submitted must mean that the Auditor shall in compliance with the provisions of the Audit Act see that no cheque shall issue for payment of accounts out of the appropriation for the Administration of Justice expenses unless the issue of the cheque is authorized upon the facts in relation to such accounts, and to see as well that the Auditor of Criminal Justice accounts has certified that he has audited the same in compliance with the provisions of section 9 of the Audit Act.

In order that the Auditor may be able to ascertain the facts as to whether or not the issue of a cheque is authorized, it is obviously necessary that he should carefully examine in all their relations and bearings the accounts for the Administration of Justice expenses, which we had not yet received but for which I should be obliged.

Yours truly,

J. CLANCY,  
*Auditor.*

Hon. I. B. Lucas, K.C.,  
Attorney-General.

---

DEPARTMENT OF ATTORNEY-GENERAL,

TORONTO, June 8th, 1917.

DEAR SIR,—I beg to acknowledge receipt of your letter of June 5th.

While I do not agree with your interpretation of your duties as defined either by the Minute of the Treasury Board or by the Statute and do not follow the reasoning of your letter I am giving directions that the accounts should be forwarded to you as requested.

If your proposal is that notwithstanding the amendment of last session and the Minute of the Treasury Board you still propose to audit these accounts in the usual way then I fear the complained of delays will still continue.

It seems clear to me that the only duty of the Audit Office in reference to these accounts is to see that they are duly certified by the Auditor of Criminal Justice Accounts and charged to the proper appropriation.

I am,

Yours truly,  
I. B. LUCAS.

James Clancy, Esq.,  
Auditor,  
Buildings.

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AUDIT OFFICE,

TORONTO, June 11th, 1917.

DEAR SIR,—I am in receipt of your letter of the 8th inst., and also the accounts of some twenty-seven Counties and thirteen Districts respectively, for which I have to thank you, and at the same time assure you that they will receive prompt attention and the quickest possible despatch.

In the third paragraph of your letter you make the following observation:

“If your proposal is that notwithstanding the amendment of last session and the minute of the Treasury Board you still propose to audit these accounts in the usual way, then I fear the complained of delays will still continue.”

It may be recalled that in my letter of the 28th of April I had the privilege of bringing to your attention the most conclusive evidence, not only that there had not been at any time undue delay in the Audit Office in respect to these accounts but that the delay complained of had its sole origin in the office of the official in your Department, to whom the duty is entrusted of auditing these accounts under the amendment of last session to which you refer.

In view of the evidence submitted to you and in the absence of a strict and searching enquiry into all the facts, including the work and conduct of the officials in the Audit Office it is most respectfully submitted that to assume or to act upon the assumption without enquiry that the work in the Audit Office is so conducted as to render it unfit to audit the accounts of any particular section of the accounts of the Province is not the mode of procedure invariably followed in the pursuit of justice.

Yours truly,

J. CLANCY,

*Auditor.*

Hon. I. B. Lucas, K.C.,  
Attorney-General.

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B

SPECIAL WARRANTS

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B  
SPECIAL WARRANTS

Dates of Warrants.	SERVICE.	Warrants.		Amount.		Expended 1916-1917.		Unexpended.	
		\$	c.	\$	c.	\$	c.	\$	c.
	No. 1.								
	Statement showing Warrants issued in connection with the War, and the purposes for which expenditures thereunder were made:—								
	Gifts to the British Navy, relief of the Belgians who have suffered, and for the comfort or sustenance of Canadians on active service:								
Oct. 18th, 1916.....	Balance unexpended, 1915-16 .....	18,320	96						
Jan. 11th, 1917.....	Warrant .....	50,000	00						
April 25th, 1917.....	do .....	50,000	00						
Sept. 27th, 1917.....	do .....	50,000	00	168,320	96	156,494	67	11,826	29
	Hospital purposes in connection with the War:								
Dec. 23rd, 1916.....	Warrant .....	95,550	00						
April 14th, 1917.....	do .....	125,000	00						
May 9th, 1917.....	do .....	100,000	00						
Sept. 7th, 1917.....	do .....	25,000	00	345,550	00	342,323	52	3,226	48
	Equipping and furnishing Provincial Hospital in England, for War purposes, including motor ambulances:								
Jan. 13th, 1916.....	Balance unexpended, 1915-16 .....			94,705	61	81,734	10	12,971	51
	Maintenance of Ontario Military Hospital, Orpington, Kent, England:								
May 31st, 1916.....	Balance unexpended, 1915-16 .....			74,363	75	71,643	75	2,720	00
	Hospital comforts for patients in the Ontario Military Hospital, Orpington, England:								
Dec. 20th, 1916.....	Warrant .....			850	00	819	43	30	57
	Grant to the Palestine War Relief Committee, Toronto:								
Aug. 3rd, 1917.....	Warrant .....			2,500	00	2,500	00		

July 12th, 1917.....	Grant to the Toronto and York County Patriotic Association: Warrant .....	40,613 91	40,613 91	
May 1st, 1917.....	Orillia Patriotic Fund: Warrant not to be accounted for .....	1,000 00	1,000 00	
April 24th, 1917.....	Grant to the Independent Patriotic Fund, Lincoln County: Warrant not to be accounted for .....	12,200 00	10,166 60	2,033 40
Feb. 10th, 1917.....	Grant to Preston Patriotic Fund Association: Warrant not to be accounted for .....	4,000 00	3,333 29	666 71
Feb. 10th, 1917.....	Grant to Fort William Patriotic Society: Warrant not to be accounted for .....	10,000 00	8,333 30	1,666 70
Feb. 10th, 1917.....	Grant to Kenora Patriotic War Fund: Warrant not to be accounted for .....	3,000 00	2,500 00	500 00
Feb. 9th, 1917.....	Grant to the National Council of Young Men's Christian Association of Canada: Warrant not to be accounted for .....	25,000 00	25,000 00	
Aug. 14th, 1917.....	Grant to King George's Fund for Sailors: Warrant .....	25,000 00	24,503 45	496 55
	Organization of Resources Committee, for the payment of services and expenses in securing funds for the British Red Cross Society: Balance unexpended, 1915-16 .....	6,261 45		
Oct. 28th, 1916.....	Warrant .....	10,000 00		
Dec. 21st, 1916.....	*Payment of expenses of Patriotic Fund and Red Cross Campaigns, for campaign expenses to increase food production, and for services and expenses of Provincial Committee appointed under the Organization of Resources Act: Balance unexpended, 1915-16 .....			
Oct. 24th, 1916.....	Warrant .....	5,000 00		
April 14th, 1917.....	do .....	50,000 00		
May 23rd, 1917.....	do .....	25,000 00		
June 29th, 1917.....	do .....	10,000 00		
Sept. 17th, 1917.....	do .....	10,000 00		
Oct. 22nd, 1917.....	do .....	11,000 00		
		111,000 00	111,000 00	
			15,123 96	1,137 49

\*Note: No audit by Audit Office.  
J. C.,  
A.



SPECIAL WARRANTS.—Continued.

Dates of Warrants.	SERVICE.	Warrants.	Amount.	Expended 1916-1917.	Unexpended.
		\$ c.	\$ c.	\$ c.	\$ c.
July 12th, 1916.....	Grants in aid of Recruiting and similar purposes: Balance unexpended, 1915-16 .....	15,850 00			
Jan. 30th, 1917.....		30,000 00			
April 14th, 1917.....		30,000 00			
June 14th, 1917.....		25,000 00	100,850 00	86,773 09	14,076 91
Dec. 12th, 1916.....	Grant to Col. Cecil G. Williams, Chief Recruiting Officer for Canada: Warrant not to be accounted for .....		1,100 00	1,100 00	
Oct. 10th, 1916.....	Grants in aid of the purchase of soldiers' comforts, including heating appliances, furniture, desks, tents, blankets, etc.: Balance unexpended, 1915-16 .....	100 00			
Nov. 8th, 1916.....		5,000 00	5,100 00	4,000 00	1,100 00
Sept. 19th, 1916.....	Travelling, office and other expenses of the Com- mission appointed to find employment for the members of the Canadian Expeditionary Force who returned to Canada during the period of the war: Balance unexpended, 1915-16 .....	3,050 00			
Jan. 31st, 1917.....		5,000 00			
April, 14th, 1917.....		5,000 00			
May 23rd, 1917.....		5,000 00			
June 28th, 1917.....		10,000 00			
July 26th, 1917.....		10,000 00			
Oct. 4th, 1917.....		10,000 00	48,050 00	42,050 00	6,000 00
Nov. 22nd, 1916 .....	Grant to the British Sailors' Relief Fund: Warrant .....		25,000 00	25,000 00	
Nov. 28th, 1916 .....	Grant to the Boy Scout Association: Warrant .....		2,500 00	2,500 00	

April 24th, 1917.....	Payment of one year's salary to Mr. Frank Reeves, formerly farmer at the Hospital for Insane, Kingston, who, on the 31st day of March, 1916, enlisted for overseas service and whose salary was discontinued at the time of his enlistment: Warrant .....	800 00	800 00	
Nov. 15th, 1916.....	Payment of all expenses of recruiting meetings in the City of Toronto, not otherwise provided for, between October 1st, 1916, and November 10th, 1916: Warrant .....	600 00	523 00	77 00
June 27th, 1916..... April 24th, 1917.....	Payment of special guards to protect the Government Buildings of the Province from danger of injury by enemies of the Government: Balance unexpended, 1915-16 ..... Warrant .....	3,657 47 10,000 00	13,657 47	8,105 80 5,551 67
June 7th, 1917.....	Grant to the Italian Red Cross Committee: Warrant .....		5,000 00	5,000 00
June 13th, 1917..... Aug. 10th, 1917.....	Grant to the Maple Leaf Clubs, London, England: Cheques issued to Richard Reid: Warrant ..... do .....	3,344 76 2,897 34	6,242 10	6,242 10
May 4th, 1917..... July 3rd, 1917.....	Purchase of farm tractors, motors, plows, harrows, maintenance and operation in order to produce a maximum quantity of foodstuffs in the Province: Warrant ..... do .....	50,000 00 100,000 00	150,000 00	146,346 44 3,653 56
Jan. 25th, 1917.....	Grant to the Canadian Patriotic Fund: Warrant not to be accounted for .....		1,000,000 00	833,333 30 166,666 70
Sept. 17th, 1917.....	Canadian Branch of the Belgian Relief Fund: Warrant not to be accounted for .....		2,000 00	2,000 00

## SPECIAL WARRANTS.—Continued.

Dates of Warrants.	SERVICE.	Warrants.	Amount.	Expended 1916-1917.	Unexpended.
		\$ c.	\$ c.	\$ c.	\$ c.
May 18th, 1917.....	Purchase of pool tables, gramophones, records and games or other articles of a like nature, and for the paying of freight and express charges thereon, for the use of the returned soldiers at the Training-School at Monteith: Warrant (advanced) ..... Returns made, \$679.84. See page 665 P. A.	..... 3,000 00	3,000 00	3,000 00	
June 27th, 1916.....	For the carrying on of a Military Hospital in Ontario: Balance unexpended, 1915-16 .....	..... 502 90	502 90	23 65	479 25
Sept. 25th, 1917.....	Purchase and distribution of athletic goods to units of the Canadian Expeditionary Forces in England and France: Warrant .....	..... 8,600 00	8,600 00	8,332 08	267 92
Oct. 16th, 1917.....	Grant to Great War Veterans' Association of Ontario: Warrant not to be accounted for .....	..... 50,000 00	50,000 00	12,500 00	37,500 00
Sept. 26th, 1917.....	Paying railway fares, sleeping accommodation and meals for returned soldiers from the different colonies established from time to time going to their homes, for the purpose of visiting their families while separated: Warrant (advanced) ..... Returns made, \$508.65. See page 666 P. A.	..... 15,000 00	15,000 00	15,000 00	
Aug. 21st, 1916..... Feb. 2nd, 1917.....	Cost of purchasing, framing and placing in schools, facsimiles of "Scrap of Paper," Belgian Treaty: Balance unexpended, 1915-16 ..... Warrant .....	31 22 350 00	381 22	316 30	64 92



Feb. 14th, 1917.....	Campaign to encourage production of foodstuffs by increasing the growing of vegetables in cities, towns and villages, and also by seeking to make available a larger supply of labour; expenses including advertising, services and expenses of lecturers, equipment and other incidental matters: Warrant .....	25,000 00	24,975 54	24 46
Aug. 14th, 1917.....	Mr. Roland C. Harris, Commissioner of Works for the City of Toronto, appointed to act for the Province as Representative in an honorary capacity in dealing particularly with the Provincial Fuel Problem, for travelling and other expenses: Warrant not to be accounted for .....	2,000 00	2,000 00	
June 26th, 1917.....	Advertising in agricultural and other papers respecting the production of a maximum quantity of foodstuffs: Warrant .....	25,000 00	11,813 34	13,186 66
Sept. 11th, 1917.....	Printing and distributing information concerning the fuel situation in the Province: Warrant .....	250 00	101 59	148 41
Aug. 21st, 1916..... Aug. 24th, 1917.....	N. R. Butcher & Co., services <i>re</i> carrying on work of John Agnew Official Court Reporter, on leave <i>re</i> military duty: Balance unexpended, 1915-16 ..... Warrant .....	1,750 00 2,100 00		1,750 00
Nov. 24th, 1916..... Aug. 10th, 1917.....	Employment Bureaux, salaries, expenses and maintenance: Warrant ..... do .....	10,000 00 15,000 00		2,821 92
	Total, Statement No. 1 .....	25,000 00	22,178 08	
		\$2,453,849 37	\$2,163,204 29	\$290,645 08

SPECIAL WARRANTS.—Continued.

Dates of Warrants.	SERVICE.	Warrants.	Amount.	Expended 1916-1917.	Unexpended.
	No. 2.				
	Statement showing Warrants issued in connection with (general) services and the purposes for which expenditures thereunder were made:—				
April 17th, 1917.....	Provincial Motors Livery, for use of automobiles in connection with the last Convention of Women's Delegates, held in Toronto: Warrant .....	\$ c. 30 00	\$ c. 30 00	\$ c. 30 00	\$ c. 602 00
Aug. 9th, 1917.....	Services and expenses in connection with enquiry to be made into the opportunities for sheep raising in the Province: Warrant .....	\$ c. 1,000 00	\$ c. 1,000 00	\$ c. 398 00	\$ c. 602 00
April 26th, 1917.....	John M. Lyle, Architect, being the balance of commission due on account of architectural work in connection with the construction of the Ontario Reformatory, Guelph; Commission on Boiler House Extension and travelling expenses: Warrant .....	\$ c. 20,880 26	\$ c. 20,880 26	\$ c. 20,880 26	\$ c. 20,880 26
Jan 6th, 1917.....	Grant to the Social Service Council of Ontario: Warrant .....	\$ c. 500 00	\$ c. 500 00	\$ c. 500 00	\$ c. 500 00
April 24th, 1917.....	Mr. T. A. Skeffington, for salary unpaid from October 23rd to October 31st, 1916: Warrant .....	\$ c. 38 46	\$ c. 38 46	\$ c. 38 46	\$ c. 38 46
Nov. 10th, 1917.....	To pay the rental of offices in the McLean Office Building on University Avenue, erection of partitions or any other works that may be necessary for office purposes: Warrant .....	\$ c. 5,000 00	\$ c. 5,000 00	\$ c. 4,915 23	\$ c. 84 77

Oct. 31st, 1916.....	Payment of a special grant to the General Hospital at Cochrane, Ontario: Warrant .....	2,000 00	2,000 00	
Nov. 15th, 1916.....	Travelling expenses of F. A. Dallyn, Provincial Sanitary Engineer of the Provincial Board of Health, to Great Britain and Europe on official business: Warrant .....	1,000 00	828 95	171 05
May 2nd, 1917.....	Insurance premiums in connection with the escheated estate of the late Father Brophy, surrendered to the Crown: Warrant .....	1,300 00	1,297 70	2 30
Oct. 10th, 1916.....	Erection of school houses at Porquis Junction, Matheson, and other northern points, destroyed by fire: Balance unexpended, 1915-16 .....	13,500 00	1,925 18	11,574 82
Oct. 24th, 1917.....	Ontario School for the Blind, Brantford, purchase of team of horses and harness for farm: Warrant .....	565 00	492 00	73 00
Jan. 24th, 1917.....	Purchasing grass seeds for sowing down roadsides and vacant land near townsites in New Ontario, and also to cover freight charges, labour and other expenses: Warrant (advanced) ..... Returns made, \$465.16. See page 670 P.A. ....	1,500 00	1,500 00	.
Feb. 20th, 1917.....	Purchasing cattle and other live stock to resell to settlers in Northern Ontario, including wages, travelling expenses, freight and express charges, feed, auctioneers' fees, printing and advertising and all other expenses in connection therewith: Warrant (advanced) ..... Returns made, \$20,267.70. See page 671 P.A. ....	25,000 00	25,000 00	



SPECIAL WARRANTS.—Continued.

Dates of Warrants.	SERVICE.	Warrants.	Amount.	Expended 1916-1917.	Unexpended.
		\$ c.	\$ c.	\$ c.	\$ c.
May 18th, 1917.....	Purchasing horses to resell by private sale to settlers' in Northern Ontario, and expenses, including wages, travelling expenses, freight and express charges, feed, printing and advertising and all other expenses in connection therewith: Warrant (advanced) ..... Returns made, \$3,864.18. See page 673 P. A.	..... .....	10,000 00	10,000 00	
May 5th, 1916.....	Telephone service at Government House: Balance unexpended, 1915-16 .....	.....	180 72	139 67	41 05
Nov. 17th, 1916..... May 18th, 1917.....	Payment of fees in issuing tourists' permits in connection with the interchange of motor license privileges between this Province and certain of the American States: Warrant ..... do .....	1,728 20 8 10		1,736 30	
Sept. 28th, 1916..... June 8th, 1917..... Oct. 4th, 1917.....	To provide for building bridge known as Fagan's Bridge across Little Thessalon River, Thessalon Township, Algoma, and completion of same: Balance unexpended, 1915-16 ..... Warrant ..... do .....	4,151 82 150 00 100 00			28 94
Aug. 24th, 1917..... Oct. 17th, 1917.....	Paving the Boys' playground, Normal and Model Schools, Ottawa: Warrant ..... do .....	3,200 00 223 33	4,401 82	4,372 88	
June 5th, 1917.....	Payment for certain musical instruments supplied to the Ontario School for the Blind, Brantford: Warrant .....	.....	3,423 33	3,423 23	10
		.....	1,208 25	1,208 25	

Dec. 9th, 1916.....	Hydro-Electric Power Commission of Ontario, to meet their requirements until such time provision is made for the service by the Legislature: Warrant (advance) .....	1,000,000 00	1,000,000 00	
Dec. 20th, 1916.....	Travelling expenses in connection with Special Investigations, Provincial Secretary's Department, 1915-1916 accounts: Warrant .....	56 31	56 31	
April 13th, 1917.....	Payment to certain officials of the Departmental Museum, in respect of special services rendered in connection with the reorganization of the said museum, as directed by the Lieutenant-Governor-in-Council: Warrant .....	375 00	375 00	
July 25th, 1917.....	Construction of a Model Road and erection of an office building at the Canadian Exhibition Park: Warrant .....	2,000 00	1,994 38	5 62
Jan. 11th, 1917.....	Repairs and maintenance of automobiles used for dairy instruction work and the Vineland Experimental Farm: Warrant .....	1,000 00	365 00	635 00
May 26th, 1917.....	Purchase of films, purchase of machines or to provide for any other service or expense incurred in connection with the preparation or presentation of moving pictures in connection with educational work of the Department of Agriculture: Warrant .....	10,000 00	2,805 05	7,194 95
May 17th, 1917.....	Miss Anna Baldwin, daughter of the late Col. C. J. Baldwin, <i>re</i> loss by her father in raising and equipping a regiment during the rebellion of 1837: Warrant .....	175 00	175 00	
May 17th, 1917.....	Payment of salaries and expenses in connection with the Provincial Picture Bureau: Warrant .....	5,000 00	3,216 12	1,783 88

## SPECIAL WARRANTS.—Continued.

Dates of Warrants.	SERVICE.	Warrants.	Amount.	Expended 1916-1917.	Unexpended.
		\$ c.	\$ c.	\$ c.	\$ c.
May 26th, 1917.....	Expenses in connection with the purchase or operation of a stone crusher or the transportation expenses of lime to different points in the Province: Warrant .....		2,500 00	1,621 89	878 11
July 25th, 1917.....	H. G. Acres, for services in the proceedings of the Province of Ontario against the Dominion of Canada, regarding the use of surplus waters of the Welland and Trent Canals for power purposes: Warrant .....		705 00	705 00	
Aug. 3rd, 1917.....	Payment of accounts in connection with the Semi-Centennial Celebration of Confederation: Warrant .....		3,904 09	3,902 84	1 25
Sept. 11th, 1917.....	Cost of advertising in commemoration of the fiftieth anniversary of Confederation: Warrant .....		376 00	376 00	
June 5th, 1917.....	The <i>Nears</i> Publishing Company of Toronto, Limited, in payment of a special issue of that paper <i>re</i> Empire Day, and the distribution of the same amongst all the teachers of the Province: Warrant .....		1,000 00	1,000 00	
Aug. 12th, 1916.....	Expenses <i>re</i> searching of titles of properties purchased by the Province from Electric Power Company, Ltd.: Balance unexpended, 1915-16 .....		8,000 00	5,000 00	3,000 00
June 18th, 1917.....	Inspection tours by officials of the Department of Public Highways and Press Representatives, of certain roads in the Province for educational purposes: Warrant .....		300 00	203 31	96 69



June 28th, 1917.....	Payment of merchandise contracted for and received at the Mercer Reformatory Industry: Warrant .....	165,000 00	142,487 33	22,512 67
July 4th, 1917.....	Hospital for the Insane, London, reconstruction of building destroyed by fire: Warrant .....	25,000 00	14,372 63	10,627 37
July 24th, 1917.....	Hospital for the Insane, Penetanguishene, electric wiring: Warrant .....	645 00	645 00	
Oct. 2nd, 1917.....	Pathescope of Canada, Limited, films furnished in connection with Ontario Reformatory, Guelph, and Industrial Farm, Burwash: Warrant .....	5,000 00	1,595 00	3,405 00
Oct. 22nd, 1917.....	Purchase of lot 30, east side of 4th Avenue, Town of Matheson: Warrant .....	300 00	300 00	
Oct. 20th, 1917.....	Normal School Building, Toronto, erection of a garage: Warrant .....	211 00	211 00	
Nov. 4th, 1916.....	Expenditure on account of the work in which the Ontario Nickel Commission is engaged: Warrant .....	25,000 00	20,508 64	4,491 36
Aug. 28th, 1917.....	Royal Ontario Nickel Commission, services as members: Warrant .....	25,000 00	25,000 00	
June 1st, 1917.....	Expenses in connection with the entertainment of the Right Hon. A. J. Balfour, British Foreign Minister, and the British War Mission, during their visit to Toronto: Warrant .....	1,000 00	596 78	403 22

SPECIAL WARRANTS—Continued.

Dates of Warrants.	SERVICE.	Warrants.	Amount.	Expended 1916-1917.	Unexpended.
	Services and expenses in procuring fish and operating expenses for sale of same:				
Sept. 6th, 1917.....	Warrant .....	\$ c.	\$ c.	\$ c.	\$ c.
			10,000 00	3,275 45	6,724 55
	Total Statement No. 2 .....		\$1,385,811 54	\$1,311,473 84	\$74,337 70

RECAPITULATION.

	Warrants issued.	Expended 1916-17.	Unexpended.
1—Total No. 1 Statement .....	\$2,453,849 37	\$2,163,204 29	\$290,645 08
2—Total No. 2 Statement .....	1,385,811 54	1,311,473 84	74,337 70
Grand Total .....	\$3,839,660 91	\$3,474,678 13	\$364,982 78

## C

## Statement of Warrants issued for Expenditures in Excess of Appropriations for the Fiscal Year ended October 31st, 1917.

1916	Service.	Warrant.	Expended.
		\$ c.	\$ c.
Dec. 5th ..... 1917	Colonization Roads, Accounts 1915-16 .....	1,300 00	1,299 92
Feb. 6th ....	Lands and Forests, Advertising .....	6,000 00	5,834 06
Feb. 18th ....	Expenses of Elections .....	3,000 00	838 80
Apr. 24th ....	Instruction in Agriculture and Horticulture and Grants to School Gardens .....	18,278 00	13,832 53
" 24th.....	Agricultural Training in High and Continuation Schools .....	3,799 48	336 73
" 26th.....	District of Parry Sound, Furnishings for District .....	340 00	206 41
May 16th and July 31st ...	Dept. Public Highways, Automobile Markers and Supplies .....	7,500 00	5,298 98
May 22nd and Sept. 20th..	Forest Ranging .....	40,000 00	39,995 02
June 12th and Sept. 6th...	Live Stock Branch, Contingencies .....	2,000 00	1,953 18
June 14th....	Motor Vehicles Branch, Contingencies.....	4,500 00	3,039 59
June 14th, Aug. 31st and Sept. 21st	Government Buildings, Automobiles, Repairs..	5,900 00	5,886 70
June 26th, Sept. 4th and Oct. 31st ...	Parliament Buildings, Furniture and Furnishings .....	7,000 00	6,935 56
July 3rd and Oct. 31st ..	Treasury Department, Contingencies .....	10,000 00	9,899 76
July 3rd and Oct. 23rd ..	Industrial Farm, Burwash .....	60,000 00	57,550 30
July 10th and Oct. 29th ..	Institutes Branch, Contingencies .....	2,000 00	1,847 93
July 13th.....	Parliament Buildings, Interior Alterations ...	2,500 00	2,490 36
" 18th.....	Dist. of Rainy River, Repairs and Alterations	100 00	50 03
" 18th.....	O. A. College, Guelph, Steam Valves .....	40 18	40 18
" 18th.....	Ontario Reformatory Industries .....	15,000 00	1,137 52
" 18th.....	Demonstration Farm in Northern Ontario ....	5,000 00	4,746 99
Aug. 8th.....	District of Kenora, Fuel, Light and Water ....	1,000 00	507 91
Aug. 8th, Oct. 4th and 31st	Normal and Model Schools, Toronto, Repairs and Alterations .....	8,800 00	8,284 83
Aug. 9th.....	Parliament Buildings, Fuel and Water .....	2,500 00	2,419 03
Aug. 9th and Oct. 31st ...	Dairy Branch, Contingencies .....	600 00	458 38
Aug. 9th .....	Government House, Pay Lists, Gardeners, etc..	3,450 00	3,584 88
" 10th.....	N. S., Peterborough, Fuel and Light .....	1,000 00	600 14
Aug. 22nd and Sept. 19th..	Sixth Line Bridge, North River, Orillia .....	400 00	159 04
Aug. 24th.....	Board of License Commissioners, Contingencies	600 00	454 92
" 24th.....	Mitchell's Dam Bridge, Minden .....	800 00	749 29
" 29th.....	District of Algoma, Furniture and Furnishings	100 00	8 45
" 29th.....	Government House, Water, Fuel and Light ....	1,500 00	1,149 32
" 29th.....	Inspector of Moving Picture Theatres, Contingencies .....	2,000 00	733 47
Aug. 31st and Oct. 31st ...	Osgoode Hall, General Repairs .....	1,725 00	1,601 39
Aug. 31st.....	O. A. College, Guelph, Repairs .....	650 00	233 84
Sept. 7th ....	Forest Reserves .....	30,000 00	25,163 03
Sept. 7th and Oct. 29th ..	Fire Ranging .....	55,000 00	52,366 45
Sept. 19th.....	Sturgeon Bridge, Sec. 2-11, Shenstone .....	100 00	94 10
" 19th.....	North Creek Bridge, Armour .....	400 00	371 48
Sept. 19th and Oct. 31st ...	Maintenance Locks, Dams and Bridges .....	9,000 00	7,653 80



**Statement of Warrants issued for Expenditures in Excess of Appropriations for  
the Fiscal Year ended October 31st, 1917—Continued.**

1917	Service.	Warrant.	Expended.
		\$ c.	\$ c.
Sept. 25th....	Rural P. and S. Schools, Counties, grants .....	50,723 00	37,620 62
" 25th....	Urban P. and S. Schools, Grants .....	8,260 00	5,037 97.
" 26th....	Succession Duty Refunds .....	6,000 00	2,576 31
" 26th....	Bd. of Censors, Moving Pictures, Contingencies .....	500 00	195 88
" 26th....	Parliament Buildings, Repairs and Cleaning of Buildings .....	8,000 00	7,096 84
Oct. 2nd.....	Audit Office, Contingencies .....	2,000 00	1,972 59
Oct. 4th and 31st .....	Normal and Model Schools, Toronto, Electric Wiring and Fixtures .....	550 00	542 93
Oct. 6th.....	East Branch Bridge, 8 and 9 Hagar .....	100 00	63 68
" 6th.....	Tenth Line Bridge, Medonte .....	400 00	334 23
" 6th.....	Sturgeon Bridge, 6th Line, Dobie .....	75 00	25 17
" 6th.....	East Pine Bridge, Tait-Mather Town Line ....	100 00	79 84
" 6th.....	Lands and Forests, Contingencies .....	10,000 00	7,215 49
" 6th.....	Forestry, Contingencies .....	600 00	599 37
Oct. 10th and 18th .....	Temagami Bridge, Crerar .....	400 00	315 67
Oct. 15th.....	Legislation, Contingencies .....	1,500 00	542 11
" 16th.....	Departmental Examinations, Assistants .....	1,500 00	1,468 21
" 16th.....	Industrial Farm, Fort William .....	5,000 00	4,588 56
" 16th.....	Toronto Asylum, Whitby Branch, Salaries and Contingencies .....	10,000 00	9,404 99
" 18th.....	Surveys and Inspections .....	900 00	838 83
" 18th.....	Blind River Bridge .....	500 00	316 60
" 18th.....	Pickering Creek Bridge, Armour .....	300 00	251 49
" 18th.....	Executive Council Office, Contingencies .....	325 00	303 56
" 18th.....	Osgoode Hall, Cleaning of Building .....	500 00	430 36
" 22nd ....	District of Rainy River, Fuel, Light, Water ...	500 00	457 91
" 22nd ....	Deputy Clerks of the Crown, Sheriffs, Con- stables, etc. ....	16,500 00	12,419 06
" 22nd ....	Inspection Public Institutions Office, Contin- gencies .....	2,500 00	2,081 07
" 22nd ....	Fifth Classes, Grants and Contingencies .....	2,062 50	1,970 23
" 23rd.....	District of Sudbury, Registry Office, Vault Fit- tings .....	218 00	218 00
" 25th.....	Normal and Model Schools, Ottawa, Kindergar- ten Supplies .....	150 00	40 45
" 25th.....	Normal and Model Schools, Toronto, Kinder- garten Supplies .....	175 00	151 08
" 25th.....	District of Rainy River, Salaries of Gaolers, Lockup-keepers, etc. ....	340 00	296 00
" 25th.....	Exhibits of Fruit and Grain at Exhibitions ...	350 00	191 81
" 25th.....	Refunds, Education .....	250 00	163 65.
" 26th.....	Stationary Engineers, Contingencies .....	1,000 00	84 10
" 29th.....	Education Department, Contingencies .....	800 00	298 02
" 29th.....	Police Magistrate, Burk's Falls, Travelling Ex- penses .....	14 40	14 40
" 29th.....	Normal and Model Schools, Toronto, Contin- gencies .....	750 00	458 59
" 29th.....	Registrar-General's Branch, Contingencies ....	150 00	65 12
" 29th.....	Normal and Model Schools, Toronto, Fuel and Light .....	1,800 00	1,598 39
" 29th.....	Normal and Model Schools, Ottawa, Scrubbing and Cleaning .....	100 00	76 37
" 29th.....	Dairy Instruction and Inspection .....	200 00	180 33
" 29th.....	Field Crop Competition, Services and Expenses of Judges .....	1,000 00	758 17
" 29th.....	Field Crop Competition, Prizes .....	600 00	11 27
" 31st.....	District of Temiskaming, Repairs and Altera- tions .....	500 00	402 79

**Statement of Warrants issued for Expenditures in Excess of Appropriations for  
the Fiscal Year ended October 31st, 1917—Continued.**

1917	Service.	Warrant.		Expended.	
		\$	c.	\$	c.
Oct. 31st.....	Ontario Veterinary College, Alterations, Re-				
	pairs and Additions .....	400	00	372	53
" 31st.....	Normal School, North Bay, Fuel, Light and				
	Power .....	800	00	537	31
" 31st.....	Mississippi Bridge, Mayo .....	100	00	99	06
" 31st.....	Moor's Bridge, Herschel .....	125	00	107	01
" 31st.....	District of Algoma, Fuel, Light and Water ...	500	00	500	00
" 31st.....	Insurance Department, Contingencies .....	1,400	00	1,073	48
" 31st.....	Inspection of Division Courts, Contingencies..	75	00	54	12
" 31st.....	Good's Creek Bridge, Wollaston .....	100	00	90	07
" 31st.....	District of Parry Sound, Electric Wiring, Court				
	House .....	150	00	122	29
" 31st.....	Night High Schools .....	1,160	32	955	82
" 31st.....	District Representatives .....	20,000	00	19,072	78
" 31st.....	Agricultural Societies, Judges' Services and				
	Expenses .....	1,000	00	208	38
" 31st.....	Parliament Buildings, Telephone Service .....	1,500	00	682	60
" 31st.....	Osgoode Hall, Painting Interior and Exterior..	700	00	692	61
" 31st.....	Education Dept., Proportion Cost of Minister's				
	Report .....	1,050	00	999	73
" 31st.....	Government House, Repairs and Contingencies	500	00	78	67
" 31st.....	Normal School, London, Fuel, Light and Power	250	00	60	08
" 31st.....	District Thunder Bay, Repairs and Alterations	25	00	18	75
	Ontario School for the Blind—				
May 26th ....	Poultry Buildings .....	150	00	120	27
July 31st ....	Unenumerated .....	1,200	00	1,129	92
Aug. 8th ....	Fuel, Light and Power .....	7,000	00	5,724	23
Oct. 6th and					
23rd .....	Renewal Electric Wiring .....	1,030	00	978	30
Oct. 23rd.....	Furniture and Furnishings .....	600	00	583	94
" 31st.....	Hardware, Paints, etc. ....	50	00	49	91
Aug. 10th and	Ontario School for the Deaf—				
Oct. 31st ...	Fuel, Light and Power .....	11,000	00	10,818	96
Oct. 1st.....	Bedding, Sheeting and Towelling .....	500	00	426	96
" 31st.....	Books, Apparatus, etc. ....	50	00	4	03
	Hospital for Insane, Brockville—				
June 26th ....	Fuel, Light and Water .....	10,000	00	6,676	02
July 26th.....	Alterations and Additions .....	5,000	00	3,423	66
Oct. 16th.....	Provisions .....	1,000	00	849	61
" 16th.....	Clothing .....	500	00	465	02
" 16th.....	Farm .....	500	00	342	92
	Hospital for Insane, Hamilton—				
June 26th....	Fuel Light and Water .....	5,000	00	1,708	89
July 18th and					
Oct. 16th...	Farm .....	5,500	00	4,370	68
Oct. 16th.....	Provisions .....	12,000	00	11,383	79
" 16th.....	Clothing .....	7,500	00	5,028	66
" 16th.....	Repairs .....	3,000	00	984	96
" 25th.....	New Boiler House .....	28,000	00	27,853	16
" 25th.....	Repairs and Alterations .....	2,000	00	1,097	53
	Hospital for Insane, Kingston—				
June 26th and					
Oct. 31st....	Fuel, Light and Water .....	15,000	00	14,520	95
Oct. 16th.....	Clothing .....	500	00	90	08
" 16th.....	Repairs and Alterations .....	500	00	77	56
	Hospital for Insane, London—				
June 8th and					
Aug. 14th ..	Improvement in heating .....	3,500	00	3,068	50
June 26th ...	Fuel, Light and Water .....	35,000	00	15,504	44
July 4th.....	Reconstruction of Boiler Plant .....	2,000	00	837	59



Statement of Warrants issued for Expenditures in Excess of Appropriations for the Fiscal Year ended October 31st, 1917—Concluded.

1917	Service.	Warrant.	Expended.
		\$ c.	\$ c.
	Hospital for Insane, London— <i>Continued</i>		
July 18th.....	Farm Expenses .....	5,000 00	4,704 61
Oct. 16th.....	Provisions .....	12,000 00	9,613 03
" 16th.....	Clothing .....	3,000 00	2,599 78
" 16th.....	Repairs and Alterations .....	2,500 00	650 99
" 22nd.....	Furniture and Furnishings .....	500 00	228 10
	Hospital for Insane, Mimico—		
Oct. 16th.....	Provisions .....	1,000 00	428 67
" 31st.....	Electric Wiring .....	400 00	336 88
	Hospital for Feeble-Minded, Orillia—		
July 18th.....	Furniture and Furnishings, New Cottages ...	5,000 00	4,963 06
June 26th ...	Fuel, Light and Water .....	25,000 00	24,877 48
July 10th and Oct. 31st ...	Alterations to Boiler House .....	6,800 00	6,799 29
July 13th and Oct. 6th ...	Electric Wiring .....	3,000 00	2,761 73
Oct. 16th.....	Clothing .....	3,000 00	2,949 11
" 16th.....	Repairs and Alterations .....	1,000 00	997 54
	Hospital for Insane, Penetanguishene—		
June 16th and Oct. 16th ...	Fuel, Light and Water .....	15,000 00	10,825 33
July 24th and Oct. 23rd ..	Electric Wiring .....	350 00	318 97
Oct. 16th.....	Clothing .....	1,000 00	522 87
" 16th.....	Farm Expenses .....	500 00	104 39
	Hospital for Insane, Toronto—		
Jan. 25th ....	Alterations and Additions .....	5,000 00	2,734 54
July 18th ....	Repairs and Alterations .....	35,000 00	34,774 65
July 27th and Oct. 31st ...	Purchase of Lands, etc. ....	155,000 00	150,072 00
Oct. 16th.....	Provisions .....	12,000 00	7,889 11
" 16th.....	Clothing .....	1,000 00	847 06
" 16th.....	Repairs .....	500 00	352 09
	Hospital for Epileptics, Woodstock—		
Oct. 18th .....	Farm Expenses .....	500 00	494 46
	Mercer Reformatory—		
June 26th ....	Fuel, Light and Water .....	7,000 00	4,193 21
July 13th ....	Reconstruction Electric Light System .....	1,500 00	1,162 08
		942,540 88	793,619 27



REPORT FOR 1917

OF

**The Workmen's Compensation Board**

ONTARIO

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PRINTED BY ORDER OF  
THE LEGISLATIVE ASSEMBLY OF ONTARIO



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## THE WORKMEN'S COMPENSATION BOARD

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SAMUEL PRICE, Chairman

A. W. WRIGHT, Vice-Chairman

GEO. A. KINGSTON, Commissioner

J. M. McCUTCHEON, Secretary



#### ERRORS AND CORRECTIONS.

At page 8, in third last line, read "workman" instead of "workmen."

At page 11, in Table 1, Class 14 should not be charged with Safety Association Expenses. This will be corrected at the end of the year.

At page 52, in third last line, read "rags" instead of "rugs."

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**REPORT FOR 1917**  
**OF**  
**The Workmen's Compensation Board**  
**ONTARIO**

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*To His Honour the Lieutenant-Governor:—*

The Workmen's Compensation Board has the honour to submit its Report for the year 1917 covering the third year's operation of the Act.

**GENERAL REVIEW**

**Schedule 1 Industries for 1917**

Chapter I deals with Schedule 1 industries for the year 1917. These are the industries which are under the assessment or state insurance system.

The total amount of assessments in Schedule 1 for the year, including estimated adjustments, was \$2,460,882.89; the number of employers was approximately 14,000; the total estimated pay roll was \$256,580,000.00; the estimated number of full year workers covered was 277,750.

The total amount of compensation in Schedule 1 for the year, actually awarded and estimated still to be awarded, was \$2,434,209.66. The amount paid and estimated still to be paid for medical aid for the half year during which the medical aid provisions were in force was \$167,028.14.

Table 1 contains the provisional statement of income and expenditure and shows the provisional standing of each class of industry for the year.

**Schedule 2 Industries for 1917**

Chapter II and Table 2 deal with Schedule 2 industries during 1917. Industries under this Schedule are not under the insurance system but the employers are individually liable for payment of the compensation fixed by the Board for accidents as they occur.

The amount of compensation awarded in the industries under Schedule 2 during the year was \$623,556.37, \$460,420.84 of which was for railways, and \$75,815.19 for municipal corporations.

**Work Handled during 1917**

Chapter III deals with the work handled by the Board during the year 1917, without regard to the year in which the accidents dealt with happened.

This point of view is to be distinguished from that of Chapter I in which the compensation is assigned to the year in which the accidents happened and the assessments to the year for which they are levied. This latter mode of treat-

ment is necessary in Schedule 1 industries in order to fix the rates of assessment. It involves in any early report the use of estimates for adjustment of assessments and estimates for compensation still to be dealt with after the close of the year, thus making the statement only a provisional one. Chapter I deals with the year 1917 in this way. The final figures for 1917 will not be available for some time but will be given in the next Report, as the final figures for 1916 are given in Chapter V of the present Report. The actual figures for the work handled by the Board during the year are, upon the other hand, available immediately upon the close of the year.

The total amount of compensation awarded during the year 1917 was \$2,913,085.81, \$2,289,529.44 being in Schedule 1 and \$623,556.37 in Schedule 2, the average per day being \$9,071. The total during 1916 was \$2,011,468.94, \$1,559,759.01 being in Schedule 1 and \$451,709.93 in Schedule 2, the average per day being \$7,800.

The increase in compensation, and also the increase in amount of assessments, is due to the increased rate of wages perhaps more than to the increase in industrial activity, and accidents are no doubt now more fully reported than in the early history of the operation of the Act.

During the year 1917, 28,702 accidents were compensated, 25,277 in Schedule 1, 3,406 in Schedule 2, and 19 Crown Cases. The total during 1916 was 18,208, of which 15,370 were in Schedule 1, 2,825 in Schedule 2, and 13 were Crown Cases.

During 1917 there were 3,008 cases in which medical aid only was paid covering the last half of the year.

The total number of accidents of all kinds reported during the year 1917 was 36,514, 30,701 being in Schedule 1, 5,813 in Schedule 2, and 18 Crown Cases, the average per day being 126, the total number of fatal cases being 454. The total number of accidents reported during 1916 was 26,092, 21,269 being in Schedule 1, 4,806 in Schedule 2, and 17 Crown Cases, the average per day being 87.

#### **Safety Associations and Expenses**

The amount paid to employers' safety and accident prevention associations and their inspectors during the year was \$38,210.24.

The administration expenses of the Board amounted to \$133,629.50, of which the Province contributed \$100,000.00 in addition to Commissioners' salaries and office accommodation.

The cost of administration borne by Schedule 1 employers during the year was .86 of one per cent. of the assessments received during the year, or 1.27 of the compensation awarded.

#### **Condition of Funds**

Chapter IV, with the tables attached, shows the condition of the Pension and Disaster Reserve Funds, and shows the amount of compensation of which payment was deferred by reason of the workman being under the age of 21 or an alien enemy. It also gives particulars of the investments of the Board.

#### **Final Figures for 1916**

Chapter V gives the final financial and accident figures for Schedule 1 industries for the year 1916, showing the number of accidents in each class of industry, the month and locality of occurrence, the time loss, average age, average



wage, allegiance of injured workmen, nature of injuries, causes of accidents, and other statistical information.

In the two prior Reports these accident statistics were given in incomplete form for the year immediately closed, but this was found to be unsatisfactory as many of the accidents happening during the year could not be finally dealt with until long after the close of the year, and the statistics in addition to covering only a part of the accidents would not in some respects present a fair average for the year.

### Special Articles

Chapters VI and VII contain special articles by the Board's statistician upon accidents on grinding wheels and upon the pulp and paper industry in its relation to *The Workmen's Compensation Act*.

### Illustrations of Awards

In the Appendix are given illustrations of awards made by the Board in the different kinds of cases arising under the Act.

### Medical Aid

The medical aid amendment to the Act went into force 1st July, 1917. Under this workmen, whether disabled more or less than seven days, are entitled during a period not exceeding one month from the commencement of disability, to medical and surgical aid and hospital and skilled nursing services necessary as a result of the accident. This in Schedule 1 industries is to be provided by the Board or as the Board may direct or approve and is to be paid for out of the Accident Fund. In Schedule 2 industries it is to be provided by the employer individually.

A schedule of medical and surgical fees has been adopted by the Board to be used as a guide in fixing allowances for medical aid under the provisions of the Act.

Fixed rates have also been arranged as far as possible for hospital accommodation throughout the Province. The Provincial Secretary has ruled that all hospitals entitled to government grant are to be entitled to this grant upon all patients whose maintenance is paid by The Workmen's Compensation Board, notwithstanding that such patients may not be public ward patients.

### First Aid

Pursuant to authority contained in the medical aid amendment, a Regulation was passed by the Board during the year requiring all employers having more than 15 workmen usually employed to provide and have in charge of some suitable person a first aid kit, and requiring every employer having 300 or more workmen usually employed to provide at his factory or plant an emergency first aid room, with necessary equipment and supplies, and to have the same in charge of a clerk, nurse, or other person who has taken a recognized course of study in first aid to the injured.

### The Working of the Act

The year 1917 has been an exceedingly satisfactory one in the operation of the Act. Workmen, in addition to receiving compensation, are now enjoying the benefit of the new medical aid provisions; and, notwithstanding the additional



expense involved, it has been found possible with the large contribution now made by the Province toward expenses, to reduce the employers' rates of assessment. This has been done retroactively for 1917 in most of the important classes of industry. The rates are now very much lower than those originally fixed when the Act first went into operation. The average rate per \$100 of pay roll under the rating schedule originally adopted for 1915 was (as estimated) \$1.64; the average rate for 1915 under the schedule as finally adjusted was \$1.27; the average rate for 1916 under the schedule as finally adjusted was \$1.09; and the average preferred rate for 1917 (as estimated) is 98 cents.

An explanation of the method of fixing rates is contained in the Rate Book for 1918.

As has been frequently pointed out, the rates in Ontario are exceedingly low in comparison with those in other places, though the benefits to injured workmen are higher than in many places having higher rates of assessment.

A feature of the Ontario Act which must be highly satisfactory to both workmen and employers is the fact that practically all the money contributed by employers goes to the workmen or their dependants as compensation, or is paid for medical aid.

The state insurance system of workmen's compensation law to which the Ontario Act belongs has been extending rapidly in recent years. Acts very similar to the Ontario Act have gone into force in British Columbia and Nova Scotia, and one has recently been passed in Alberta. Properly carried out, this system should be cheaper, more beneficial, and more equitable than any other. Profits and unnecessary expenses are eliminated. The administrative body in such a system has no motive to give the workmen or his dependants less than they are entitled to, and no motive to charge the employer more than he should pay.

# CHAPTER I

## SCHEDULE 1 INDUSTRIES FOR 1917

### Provisional Statement

A provisional statement for Schedule 1 industries for the year 1917 appears as Table 1. This table sets forth under the different headings the income and expenditure, actual and estimated, and the provisional balance, for each class of industry. It covers the industrial operations for the year though some of the work of the Board relating thereto cannot be completed for some time after the close of the year. The complete actual figures will not be available until all assessments for the year have been finally adjusted and all accidents that occurred during the year have been finally dealt with. The final figures for 1917 will be given in the next Report, as the final figures for 1916 are now given in Chapter V of the present Report.

The statement for Schedule 2 industries will be found in Chapter II.

The total income, actual and estimated, for all the classes of Schedule 1 for the year 1917 was \$2,533,395.95. Adding to this the balance of \$1,051,751.71 carried forward from 1915 and 1916 gives a total of \$3,585,147.66. The total expenditure, actual and estimated, including the amounts set aside for pensions, compensation deferred, and disaster reserve, was \$2,692,115.66. This leaves a net total provisional balance of \$893,032.00.

This balance is in the nature of a working fund, bridging over the first three months or more of the year which elapses before the first payment of the current year's assessments falls due.

It will be observed that the provisional balance of \$893,032.00 at the end of 1917 is less than the actual balance at the end of 1916, but it exceeds the provisional balance at the end of 1916 as estimated in the Report for 1916. The actual balance for 1916 exceeded the provisional or estimated balance because the actual pay rolls of employers for 1916 exceeded their estimated pay rolls to a much greater extent than was estimated in the 1916 Report. For 1917 a compilation of the excess has been made from the new pay roll statements as far as possible and it is believed the estimated adjustment appearing in Table 1 will correspond pretty closely with the actual pay rolls. The figures are computed upon the retroactive preferred rates.

### Assessments

The assessments in Schedule 1 industries for 1917 are:

Collected on estimated pay rolls .....	\$2,376,362 89
Estimated adjustment .....	84,520 00
Total . . . . .	\$2,460,882 89

Assessments were collected from approximately 14,000 employers, the total pay roll represented by the assessments being \$256,580,000.00. The number of full year workers covered was approximately 277,750.

Other Income

The other income for the year includes added percentage on delinquent assessments; collections under Section 99 (3) for default in reporting accidents; collections of compensation under Section 93a for failure to pay assessments; collections under Section 9 for third party liability; and interest, not including, however, interest upon Pension Fund, Disaster Reserve, and Compensation Deferred, which is shown in the respective accounts for these funds. Particulars are given in Table 1.

Compensation

The compensation awarded and estimated still to be awarded for the year’s accidents is as follows:

Compensation paid other than pensions .....	\$914,638 19
Transferred for pensions awarded .....	614,711 32
Compensation awarded—payments deferred .....	33,515 00
Compensation estimated for continuing disabilities .....	380,882 92
Compensation estimated for outstanding accidents .....	490,462 23
<hr/>	
Total compensation for the year .....	\$2,434,209 66

Medical Aid

The amendment bringing in medical aid came into force July 1, 1917. This covers necessary doctor, hospital and skilled nursing services, for a period not exceeding one month, covering cases of less as well as cases of more than seven days’ disability. For the half year the Medical Aid expenditures are:

Paid for Medical Aid .....	\$83,514 07
Estimated for Medical Aid .....	83,514 07
<hr/>	
	\$167,028 14

Other Expenditures

The other expenditures for the year are as follows:

Paid to Safety Associations .....	\$38,210 24
Administration Expenses .....	28,740 98
Disaster Reserve .....	23,926 64
<hr/>	
Total .....	\$90,877 86

Further Particulars

Further particulars and explanations as to payments and expenses and as to the condition of the several funds, will be found in Chapters III and IV and Tables 7 to 13.

Comparison of 1915, 1916, 1917 Provisional Statements

The following table compares the provisional statements for 1915, 1916, and 1917 in respect to assessments (actual and estimated), total income, compensation awarded or estimated, administration expenses charged against the classes of Schedule 1, and total expenditures.

	1915	1916	1917
Assessments .....	\$1,539,492 58	\$1,948,040 85	\$2,460,882 89
Total Income .....	1,581,248 02	1,989,961 13	2,533,395 95
Compensation .....	1,068,054 53	1,971,675 63	2,434,209 66
Administration Expenses .....	77,436 27	74,527 51	28,740 98
Total Expenditures .....	\$1,186,221 62	\$2,102,025 29	\$2,692,115 66



TABLE I  
PROVISIONAL STATEMENT OF INCOME AND EXPENDITURE, SCHEDULE I BY CLASSES, FOR YEAR 1917

Class.	INCOME (Actual and Estimated)					EXPENDITURE (Actual and Estimated)													BALANCE	
	Assessments Collected on Estimated Pay Rolls.	Interest on Class Funds, Bonds, &c.	Estimated Adjustment 1917 Pay Rolls.	Carried Forward from 1916.	TOTAL	Compensation Paid, other than Pensions.	Transferred for Pensions Awarded.	Paid to Safety Associations.	Administration Expenses.	Compensation Deferred.	Paid for Medical Aid.	Set aside for Disaster-Relieve.	Compensation Estimated for Continuing Disabilities.	Compensation Estimated for Outstanding Accidents.	Estimated Medical Aid.	TOTAL	(Provisional)			
	\$	c.	e.	\$	c.	\$	c.	\$	c.	\$	c.	\$	c.	\$	c.	\$	c.	\$	c.	
1	155,372	00	(a)	5,856 41	-30,875 00	82,911 21	213,265 57	53,208 89	20,555 72	2,719 60	2,135 91	1,050 00	5,344 75	1,563 73	27,058 06	29,729 25	5,344 75	163,511 30	49,754 11	
2	92,655 36	(b)	1,511 50	17,500 00	8,179 05	119,367 51	29,148 78	21,494 29	3,934 17	888 01	200 00	3,319 50	932 56	17,177 82	18,065 25	3,319 50	102,419 17	16,948 13		
3	11,165 30	(c)	1,052 25	1,000 00	64,118 20	119,367 51	29,148 78	21,494 29	3,934 17	888 01	200 00	3,319 50	932 56	17,177 82	18,065 25	3,319 50	102,419 17	16,948 13		
4	90,901 (b)	(c)	1,919 08	18,925 00	9,472 37	120,089 00	49,858 10	32,672 26	2,942 63	1,004 91	2,000 00	2,857 00	958 35	12,858 37	13,804 20	2,857 00	8,955 05	10,019 91		
5	272,804 57	8,024 41	-47,500 00	149,323 42	388,252 40	73,858 75	77,799 57	1,507 90	3,507 90	2,180 00	6,905 95	2,733 86	51,296 01	52,129 05	6,905 95	277,407 54	105,734 86			
6	41,591 80	1,619 10	6,191 00	17,755 48	66,548 23	14,093 86	16,030 00	1,758 91	461 70	1,180 00	1,395 25	419 24	19,223 10	20,553 83	1,395 25	56,192 82	10,345 41			
7	19,622 75	445 74	7,375 00	1,715 08	14,408 57	2,942 57	238 49	339 39	199 39	1,330 00	1,453 70	186 82	314 76	877 29	453 75	5,600 81	8,717 76			
8	180,650 94	9,950 00	12,160 00	72,678 08	265,723 44	84,022 34	97,210 98	2,407 91	780 83	480 00	3,150 10	1,230 00	14,137 19	15,052 00	8,479 40	219,345 10	46,757 51			
9	62,319 00	1,698 42	13,825 00	31,112 68	109,175 10	33,500 99	12,886 40	1,323 61	780 83	480 00	3,150 10	1,230 00	14,137 19	15,052 00	8,479 40	219,345 10	46,757 51			
10	44,829 38	1,743 71	57,100 00	33,085 04	181,738 50	58,782 00	50,960 03	1,671 42	1,143 84	1,165 00	7,090 70	863 80	16,727 97	28,067 20	7,060 70	136,572 65	25,185 94			
11	89,934 38	1,141 14	-15,000 00	175,802 56	64,178 51	222,339 55	82,893 95	6,694 74	4,779 66	920 00	12,590 75	1,86 74	65,264 54	67,625 22	15,797 75	128,836 30	80,424 21			
12	100,029 11	1,263 43	64,725 00	15,153 15	161,530 71	52,518 38	42,041 47	2,302 98	1,101 28	1,415 00	5,513 90	1,602 81	10,544 68	11,513 90	5,813 90	149,125 61	12,214 10			
13	6,279 15	326 12	-2,700 00	5,341 61	8,948 88	850 24	72 00	87 26	1,427 94	63 00	109 50	940 28	2,307 05	2,307 05	100 00	13,674 70	111,700 16			
14	34,342 64	6,555 05	-75,475 00	100,005 30	125,428 99	3,903 28	4,740 65	1,427 94	63 00	109 50	940 28	2,307 05	2,307 05	100 00	13,674 70	111,700 16				
15	39,961 68	541 00	12,100 00	4,527 92	57,129 66	12,941 22	20,631 50	496 83	456 77	500 00	1,328 03	407 16	3,917 06	1,328 03	50,554 69	6,545 61	14 14			
16	16,565 94	(c)	907 70	-2,340 00	10,201 59	25,071 33	3,250 35	4,859 74	38 08	82 54	1,330 00	450 25	167 16	1,984 36	2,572 48	436 25	13,940 26	11,134 07		
17	8,972 98	(c)	192 26	1,363 80	9,720 58	9,720 58	3,250 35	4,859 74	38 08	82 54	1,330 00	450 25	167 16	1,984 36	2,572 48	436 25	13,940 26	11,134 07		
18	42,641 28	159 97	10,500 00	-36,591 52	16,781 73	7,683 24	6,211 25	437 35	437 35	225 00	562 55	893 28	18,217 42	19,115 97	1,045 85	6,406 57	2,323 01	23,116 17		
19	18,972 58	1,234 31	-1,500 00	21,881 76	58,938 05	13,340 97	5,547 74	400 00	468 77	885 00	1,458 75	371 02	2,608 56	3,518 85	1,453 73	31,169 59	27,778 08			
20	11,184 06	491 25	5,700 00	12,937 37	29,772 68	4,298 73	6,840 70	430 60	170 12	1,325 00	1,897 50	309 25	112 34	17,087 13	17,088 18	309 25	80,646 60	-6,878 92		
21	34,674 04	(d)	1,975 00	47,076 83	15,912 91	7,929 10	932 16	654 45	654 45	285 00	692 81	7,076 43	8,182 84	2,186 30	45,871 24	4,312 00	27,077 58	22 22		
22	68,992 04	(d)	1,469 87	15,464 31	72,948 22	16,883 94	7,949 17	87 26	41 07	2,186 30	2,636 00	24 97	100 00	33 35	25 00	254 80	4,747 32	4 74		
23	2,478 39	186 46	-1,650 00	9,430 75	5,095 55	85 21	15,988 51	1,988 50	701 48	705 00	659 48	2,925 29	8,123 97	2,036 00	47,197 84	20,161 96	24,778 18	24 78		
24	65,001 94	1,312 24	-9,175 00	6,820 55	67,559 32	12,773 65	15,288 51	1,988 50	701 48	705 00	659 48	2,925 29	8,123 97	2,036 00	47,197 84	20,161 96	24,778 18	24 78		
25	16,305 71	1,044 03	-4,975 00	18,409 32	30,874 26	6,662 37	7,242 81	60 37	241 52	313 52	651 50	164 02	536 82	1,002 84	551 50	7,075 36	23,699 58	27 27		
26	17,404 54	(d)	1,438 87	12,402 60	31,242 97	1,041 08	8,099 93	1,251 42	169 20	169 20	603 10	65 06	715 31	103 10	3,892 81	10,768 96	10,768 96	28 28		
27	47,106 83	(h)	966 65	-4,450 00	1,240 20	41,362 88	1,971 59	8,099 93	1,251 42	169 20	169 20	603 10	65 06	715 31	103 10	3,892 81	10,768 96	10,768 96	28 28	
28	22,771 97	(i)	5,194 19	5,150 66	11,721 83	44,818 01	7,945 21	7,342 81	286 41	286 41	731 25	241 00	5,717 98	6,344 83	733 25	28,321 92	16,613 10	30 30		
29	20,767 42	748 73	-2,825 00	12,947 94	32,139 09	9,920 69	3,248 05	205 79	280 79	100 00	598 95	208 19	6 60	1,873 33	598 95	10,844 35	21,294 74	32 32		
30	180,651 69	(j)	8,692 49	86,000 00	132,664 16	408,038 04	72,257 87	60,387 05	2,445 72	700 00	1,446 00	66,201 42	50,556 60	4,646 00	263,520 82	114,518 32	114,518 32	33 33		
31	17,404 54	(i)	1,438 87	32,450 47	57,302 88	5,480 85	12,236 72	3,955 95	935 79	600 00	1,031 88	260 45	1,441 71	1,024 82	412 25	27,336 58	29,916 30	37 37		
32	26,472 38	1,255 92	5,500 00	29,734 34	49,087 64	4,314 31	9,160 34	3,955 95	935 79	600 00	1,031 88	260 45	1,441 71	1,024 82	412 25	27,336 58	29,916 30	37 37		
33	28,220 61	(k)	1,872 80	15,300 00	28,777 68	74,171 09	8,399 12	16,062 42	638 11	638 11	958 60	285 41	1,169 71	7,276 67	958 60	88,718 64	35,452 43	43 43		
34	8,375 00	4 43			115 08	120 41			87 26							80	119 63			
A1	2,376,362 80	72,547 00	-300,000 00	1,088,285 25	3,585 147 00	11,611,618 19	1,711 32	8,710 21	3,740 98	4,515 00	8,511 07	24,926 61	350,882 92	499,462 23	88,514 07	2,692,115 66	961,977 78	981,977 78		
			-215,480 00	30,501 32													-38,945 78			
						84,520 00	1,051,716 71											883,032 00		

<sup>2</sup>Adjusted on retroactive preferred rates.

\* (a) Of this amount \$10.00 was collected under Section 93a

(b)  $\frac{1}{2}$

(c) "

(d) "

(e) "

(6)

(d) Of this amount, \$1,775 was collected under S. 1 from 10

(1) Of this amount \$

(2) " " " "

(g)	0.0	0.0	0.0
(h)	0.0	0.0	0.0

(i)  $\mathcal{C}_1$  is a  $\mathcal{C}_2$ -subalgebra of  $\mathcal{C}_1$  if and only if  $\mathcal{C}_1$  is a  $\mathcal{C}_2$ -subalgebra of  $\mathcal{C}_1$ .

[illegible]

(k) " " " "

(k) " "

FLANN NEWMAN ON ISRAELI POLICY

- |                              |  |                                 |                              |   |
|------------------------------|--|---------------------------------|------------------------------|---|
| 1. Lumbering.                | 8a. Rolling mills, etc.                | 14. Gas, petroleum, paint, etc. | 22. Bakeries, ranning, etc.  | 32. Steel construction.                                     |
| 2. Pulp and paper mills.     | 8b. Foundries, etc.                    | 15. Liquors.                    | 23. Tobacco.                 | 33. Building.   |
| 3. Furniture mfg., etc.      | 9c. Fabrication structural steel, etc. | 16. Drugs, soap, etc.           | 26. Textiles.                | 37. Road construction, etc.                                 |
| 4. Planing mills, etc.       | 10. Metal articles.                    | 17. Milling.                    | 27. Clothing.                | 38. Electric power, etc.                                    |
| 5. Mining.                   | 11. Agricultural implements, etc.      | 18. Abattoirs, etc.             | 28. Power laundries, etc.    | 41. Railway and canal construction, dredging, fishing, etc. |
| 6. Brick mfg. and quarrying. | 12. Jewellery mfg., etc.               | 19. Tanneries.                  | 29. Printing and stationery. | 42. Miscellaneous.  |
| 7. Glass works.              | 13. Explosives.                        | 20. Leather and rubber goods.   | 30. Tanning and carlaze.     |   |



## CHAPTER II

### SCHEDULE 2 INDUSTRIES DURING 1917

Particulars of awards and transactions of the Board in respect to Schedule 2 matters during the year 1917 are given in Table 2.

The total value of awards in Schedule 2 during the year was \$623,556.37, of which \$231,151.66 was made up of awards other than pensions, and \$392,404.71 of pension awards.

Particulars of awards by industry groups are given in Table 2. Awards in Crown Cases, those cases referred by departments of the Provincial Government to the Board for investigation and award, totalled \$3,808.50, of which amount \$1,292.03 was for pensions. Munition plants, etc., controlled by the Imperial Munitions Board, and the construction of the Parliament Buildings at Ottawa are included in "all others," the total of awards in this category being \$33,391.22, of which \$14,554.07 was for pensions.

In pension cases, except in the case of municipal or government bodies or departments, deposits must be made by the employer under Section 28 of the Act: out of these deposits the Board makes payment of the monthly pension allowances. The amount of these deposits is shown in the table under the heading "Schedule 2 deposits," and the condition of the funds under the heading "Schedule 2 funds."

In cases other than pension cases the cheques for payment, except in the case of municipal or government bodies or departments, which may transmit them directly, are sent to the Board whence they are forwarded to the workmen.

The employers in Schedule 2 are assessed a proportionate share of the expense of administration, other than the amount provided by the Province. That share for 1917 is \$4,888.52.

TABLE 2

#### STATEMENT FOR SCHEDULE 2 DURING 1917

##### Schedule 2 Awards

	Awards		
	Not Pensions	Pensions	Totals
Municipal Corporations, etc. ....	\$17,772 68	\$58,042 51	\$75,815 19
Steam Railroads .....	170,175 63	290,245 21	460,420 84
Electric Railways .....	9,349 79	19,031 07	28,380 86
Navigation Companies .....	6,557 98	4,172 44	10,730 42
Express Companies .....	2,353 71	.....	2,353 71
Telephone and Telegraph Companies .....	3,080 71	5,067 38	8,148 09
Under Section 6 .....	507 54	.....	507 54
All others .....	18,837 15	14,554 07	33,391 22
Referred to Board by Crown .....	2,516 47	1,292 03	3,808 50
Totals . . .	\$231,151 66	\$392,404 71	\$623,556 37



Schedule 2 Deposits

Deposits ordered in 1916, outstanding as at Jan. 1, 1917	\$13,718 16	
Deposits ordered 1917 .....	334,482 66	
Deposits received from employers .....	.....	\$311,964 41
Deposits not received as at Dec. 31, 1917.....	.....	36,236 41
	<u>\$348,200 82</u>	<u>\$348,200 82</u>

Schedule 2 Funds

Cash in Bank January 1, 1917 .....	\$73,775 35	.
Total Deposits received .....	311,964 41	
Interest received .....	24,568 52	
Paid to Pensioners .....	.....	\$48,739 42
Invested .....	.....	326,474 81
Cash in Bank December 31, 1917 .....	.....	35,094 05
	<u>\$410,308 28</u>	<u>\$410,308 28</u>

## CHAPTER III

### WORK HANDLED DURING 1917

Tables 3 to 9 show the work handled during the year 1917 without regard to the year to which it relates, and also give other information concerning the administration of the Act during the year.

#### Compensation Awarded During the Year

The total amount of compensation awarded during the year 1917 was \$2,913,085.81, of which \$2,289,529.44 was in Schedule 1 and \$623,556.37 in Schedule 2 industries and Crown Cases.

Comparing with previous years the total amount during 1916 was \$2,011,468.94, of which \$1,559,759.01 was in Schedule 1 and \$451,709.93 in Schedule 2 industries and Crown Cases, and the total amount during 1915 was \$893,321.12, of which \$692,389.09 was in Schedule 1 and \$200,932.03 in Schedule 2 industries and Crown Cases.

#### Accidents Compensated During the Year

Table 3 shows the number of accidents compensated during the year 1917, the total number being 28,702, of which 25,277 were in Schedule 1, 3,406 in Schedule 2, and 19 were Crown Cases. The total number compensated during 1916 was 18,208, of which 15,370 were in Schedule 1, 2,825 in Schedule 2, and 13 were Crown Cases; and the total during 1915 was 9,829, of which 8,328 were in Schedule 1, 1,494 in Schedule 2, and 7 were Crown Cases.

The total number of accidents reported during the year 1917 was 36,514, of which 30,701 were in Schedule 1, 5,813 in Schedule 2, and 18 were Crown Cases. The total number reported during 1916 was 26,092, of which 21,269 were in Schedule 1, 4,806 in Schedule 2, and 17 were Crown Cases; and the total number reported during 1915 was 17,033, of which 13,878 were in Schedule 1, 3,144 in Schedule 2, and 11 were Crown Cases.

In 6,419 of the 36,514 cases reported in 1917 no claim for compensation was made, 4,446 of these being in Schedule 1 and 1,973 in Schedule 2. In 1,298 cases, 1,070 in Schedule 1 and 228 in Schedule 2, the claim was rejected by the Board. In 3,008 cases in Schedule 1 medical aid only was paid. At the end of the year 2,812 cases in Schedule 1 and 433 in Schedule 2 were awaiting further reports or information or were under adjustment. In the remaining 19,365 cases in Schedule 1 some compensation was paid, there being 18,165 claims finally disposed of and 1,200 partially disposed of at the end of the year. Of this 18,165 claims finally disposed of 17,371 occurred in 1917 and 794 in 1916. In all 3,179 Schedule 2 claims were compensated during the year, of which 2,974 were finally disposed of during the year and 205 were partially disposed of. Of the 2,974 claims finally disposed of 2,872 occurred in 1917 and 102 in 1916. Of the 18 Crown Cases, all of which arose from 1917 accidents, 12 were finally disposed of and 6 partially disposed of.

The number of claims but partially disposed of or in assembly or under adjustment at the beginning of the year which were compensated during 1917 was 3,132; 2,904 in Schedule 1, 227 in Schedule 2 and 1 Crown.

The number of claims in Schedule 1 in which medical aid was paid by the Board was 10,304, there being 3,008 claims in which medical aid only was paid and 7,396 claims in which both medical aid and compensation were paid. At the

end of the year medical aid was paid but in part in 275 cases in which compensation was fully paid, and in 485 cases in which compensation was paid no medical aid had yet been paid.

#### **Wages and Workers in Schedule 1**

Table 4 shows by classes a calculation of the total wages paid during the year 1917 by employers under Schedule 1 of the Act, and also the number of full year workers employed. The method of estimating was, as in 1916, to take the total assessments, the estimated adjustment as well as the provisional estimate, on each rate group within the class, and to calculate therefrom the total amount of pay roll on which these assessments were levied. The number of full year workers was obtained by dividing the total pay roll by the average yearly wage.

The results of these calculations must be viewed as estimates only. It is to be remembered also that employees engaged in clerical work and not exposed to the hazard of the industry are not included, and that final pay roll returns may somewhat increase the figures.

The total amount of wages expended during 1917, as arrived at by these calculations, is \$256,580,206.63, as against \$182,913,344.30, estimated on provisional figures, and \$220,839,658.19, estimated on the final figures, for 1916, and as against \$147,602,561.67, estimated on final figures, for 1915.

The number of full year workers for 1917 was 277,750, as against 240,050, estimated on provisional figures, and 271,700, estimated on final figures, for 1916, and as against 213,925, estimated on final figures, for 1915.

There is at present no similar data for Schedule 2 industries as pay roll is not reported therein, hence, estimates of total pay roll and number of full year workers could not be included.

#### **Receipts and Payments and Balance Sheet**

Table 5 sets forth the Receipts and Payments of the Board during the year 1917, and Table 6 the Assets and Liabilities at the end of the year, containing also the Auditor's Certificate.

#### **Payments to Safety Associations**

Table 7 is a resumé of payments to Safety Associations and shows the name of the association, the inspectors, their salaries, and the amount paid for salaries, travelling expenses and the amount granted for other expenses. In 1917 the various class associations, with exception of those in classes 1, 2 and 38, united with a view to minimizing expense and increasing efficiency.

The total amount paid for salaries was \$21,882.79, for travelling expenses \$9,214.95, and for office expenses \$9,745.56—a total of \$38,210.24, which amount has been charged against the classes. For 1916 the payments to safety associations were \$41,025.76 and for 1915, \$24,820.81.

#### **Administration Expenses**

Table 8 shows details of administration expenses. The total amount paid out during the year was \$133,629.50, of which amount \$100,000.00 was paid by the Province under Section 68. Of the balance, \$4,888.52 is charged against Schedule 2 and \$28,740.98 against Schedule 1. Besides the contribution of \$100,000.00 the Province provided salaries of the Commissioners, and office premises, including lighting and heating. The details of all disbursements of administration expenses appear from year to year in the Public Accounts of the Province. The names, positions and salaries of the staff of the Board are given in Table 9.



The cost of administration borne by Schedule 1 employers is .86 of one per cent. of assessments received during the year, or 1.27 per cent. of the compensation awarded. In terms of the compensation (actual and estimated) for the year, the expenses were 1.18 per cent.

TABLE 3  
COMPENSATION AWARDED AND ACCIDENTS COMPENSATED DURING 1917

Amount of Compensation Awarded during 1917							
Schedule 1	.....			\$2,289,529	44		
Schedule 2	.....			623,556	37		
				<hr/>			
Total	. . .	.....		\$2,913,085	81		
Number of Accidents Compensated during 1917							
Year of Occurrence		Temp. Dis.		Perm. Dis.	Death	Totals	
Schedule 1—							
1916	Finally disposed of	.....	2,797	796	105	3,698	
1917	Finally disposed of	.....	15,668	1,518	185	17,371	
1917	Partially disposed of	.....	1,187	....	13	1,200	
1917	Medical aid only	.....	3,008	....	....	3,008	
Totals . . .			.....	22,660	2,314	303	25,277
Schedule 2—							
1916	Finally disposed of	.....	299	18	12	329	
1917	Finally disposed of	.....	2,672	97	103	2,872	
1917	Partially disposed of	.....	200	..	5	205	
Totals . . .			.....	3,171	115	120	3,406
Crown Cases—							
1916	Finally disposed of	.....	1	..	..	1	
1917	Finally disposed of	.....	9	3	..	12	
1917	Partially disposed of	.....	6	..	..	6	
Totals . . .			.....	16	3	..	19
Grand totals			.....	25,847	2,432	423	28,702

TABLE 4  
ESTIMATE OF WAGES AND FULL YEAR WORKERS, SCHEDULE 1 BY CLASSES, FOR 1917

Class	Wage Expenditure	Full Year Workers	Class	Wage Expenditure	Full Year Workers
	\$ c.			\$ c.	
1.....	12,413,407 22	15,500	18.....	4,667,206 40	5,150
2.....	8,670,805 39	9,650	19.....	2,114,010 00	2,600
3.....	6,502,050 00	9,800	20.....	7,729,441 00	9,100
4.....	7,135,896 64	10,000	22.....	7,835,748 89	10,500
5.....	15,523,256 79	14,400	24.....	1,439,195 00	2,150
6.....	3,187,056 05	3,650	26.....	10,533,592 00	16,850
7.....	2,227,535 93	2,600	27.....	9,487,255 56	14,150
8a.....	15,884,431 25	13,000	28.....	1,306,610 91	2,300
8b.....	9,605,291 57	9,600	29.....	8,468,495 84	8,100
8c.....	14,123,901 88	14,600	30.....	1,994,426 43	2,550
10.....	49,123,322 73	42,500	32.....	460,963 14	375
11.....	16,587,536 82	17,600	33.....	19,050,726 43	18,500
12.....	1,794,787 50	2,200	37.....	1,046,818 00	1,050
13.....	1,886,852 80	1,900	38.....	1,811,119 00	1,650
14.....	5,345,217 89	5,700	41.....	1,674,020 33	1,550
15.....	1,411,788 57	1,825	73.....	.....	.....
16.....	1,995,420 00	2,700			
17.....	3,542,018 67	3,950			
			Totals....	256,580,206 63	277,750

TABLE 5  
STATEMENT OF RECEIPTS AND PAYMENTS DURING 1917

Current Fund	
RECEIPTS	PAYMENTS
Jan. 1, 1917.	Compensation Paid other than Pensions .....\$1,217,421 69
Cash in Dominion Bank \$201,800 20	Deferred Awards Paid on Principal ..... 14,455 87
Cash in Standard Bank.. 3,808 33	Deferred Awards Paid, Interest Transferred for Pensions Awarded ..... 1,020,305 15
Assessments, Penalties, etc., collected ..... 3,271,491 07	Administration expenses (towards which \$100,000.00 was contributed by Province, balance of \$33,629.50 being apportioned, \$28,740.98 to Schedule 1 and \$4,888.52 to Schedule 2) ..... 133,629 50
Received under Sec. 9..... 4,287 44	Medical Aid Paid ..... 83,514 07
Received under Sec. 93a.... 1,057 01	Paid to Safety Associations ... 38,210 24
Received under Sec. 99 (3). 13 75	Invested in Debentures ..... 492,653 67
Received for Interest on Funds ..... 54,251 61	Dec. 31, 1917—
Received from Consolidated Revenue Fund to apply on account Administration expense ..... 100,000 00	Cash in Dominion Bank ..... \$640,172 18
Received from Schedule 2 employers, on account of 1916 expenses, paid out of Schedule 1 in 1916..... 12,961 96	Cash in Standard Bank ..... 8,956 27
	649,128 45
	\$3,649,671 37

Pension Fund	
RECEIPTS	PAYMENTS
Jan. 1, 1917.	Pensions Paid ..... \$148,943 80
Cash in Bank of Montreal .... \$5,560 85	Invested in Debentures ..... 950,402 95
Cash in Dominion Bank .... 5,973 26	Dec. 31, 1917—
	Cash in Bank of Montreal..... 6,617 05
Transferred from Current Fund for Pension Awards. 1,020,305 15	
Interest received ..... 74,124 54	
	\$1,105,963 80

Schedule 2 Funds	
RECEIPTS	PAYMENTS
Jan. 1, 1917.	Pensions Paid ..... \$48,739 42
Cash in Imperial Bank... \$73,775 35	Invested in Debentures, Toronto Harbor Commissioners ..... 41,712 63
Deposited by employers on order of Board ..... 311,964 41	Invested in Dominion of Canada Victory Loan ..... 284,762 18
Interest received ..... 24,568 52	Dec. 31, 1917—
	Cash in Imperial Bank ..... 35,094 05
	\$410,308 28

TABLE 6

## BALANCE SHEET AS AT DECEMBER 31, 1917

ASSETS		LIABILITIES	
Cash in Banks—		Deferred Payments accruing	
Dominion Bank \$640,172 18		under awards made .....	\$69,504 68
Bank of Mont-		Compensation estimated for	
real .....	6,617 05	continuing disabilities .....	380,882 92
Standard Bank	8,956 27	Compensation estimated for out-	
	<hr/>	standing accidents .....	490,462 23
Short Date Deposits.....	\$655,745 50	Medical Aid Estimated .....	83,514 07
Municipal Debentures .....	825,000 00	Disaster Reserve .....	46,752 83
Dominion of Canada, Victory	1,943,912 96	Pension Liability .....	1,992,295 96
Loan .....	442,336 98	Balance at Credit of Classes	
Due by Schedule 2 employers		(Table 1) .....	893,032 00
for Administration Ex-			
penses paid out of Sched-			
ule 1 Funds .....	4,929 25		
Assessments estimated to be			
due on adjustment of 1917			
Pay Rolls .....	84,520 00		
	<hr/>		<hr/>
	\$3,956,444 69		\$3,956,444 69

## Schedule 2 Funds

ASSETS		LIABILITIES	
Cash in Imperial Bank.....	\$35,094 05	Employers' Deposits for Pen-	
Dominion of Canada Victory		sions and Interest earned ...	\$593,958 28
Loan, Dec. 1, 1937—par			
value, \$521,790.26.....	517,151 60		
Toronto Harbor Commis-			
sioners Debentures, Sept. 1,			
1953—par value \$51,000.00	41,712 63		
	<hr/>		<hr/>
	\$593,958 28		\$593,958 28

## Auditor's Certificate

Having conducted a continuous audit of the books and accounts of The Workmen's Compensation Board, Ontario, to the 31st December, 1917, including the examination of receipts from assessments and all other sources; the orders of the Board, the bank cheques, and other vouchers for payment of compensation, and all disbursements; verified the bank transactions and balances, and examined the debentures and other securities, I hereby certify that the books have been carefully and correctly kept, and that the Provisional Statement of Income and Expenditure, Schedule 1, by Classes for year 1917 (Table 1), the Statement of Schedule 2, for 1917 (Table 2), the Financial Statement for 1916, Schedule 1, by Classes (Table 14), the Statement of Pension Fund, Schedule 1, by Classes (Table 10), the Statements of Disaster Reserve (Table 11), of Compensation Deferred (Table 12), of Receipts and Payments during 1917 (Table 5), and the Balance Sheet, as at December 31, 1917 (Table 6), in my opinion correctly set forth the financial transactions of the Board, the Statements referred to being in accordance with the Books.

(Signed) ALBERT J. WALKER,

*Chartered Accountant.*

Toronto, April 19, 1918.



TABLE 7  
PAYMENTS TO SAFETY ASSOCIATIONS, 1917

Association	Class	Inspectors	Salaries	Paid for Salaries	Travelling Expenses	Grants for Expenses	Total Paid
Lumbermen's Safety Association. ....	1	*Thomas Wilson.. *R. F. Milne .....	\$ 1,800 1,800 to May 31 2,100 thereafter	\$ c. 658 06 to May 12  1,975 00	\$ c. 85 38  817 78	\$ c. 500 00  .....	\$ c. .....  2,719 69
Ontario Pulp and Paper Makers' Safety Association .....	2	A. G. Pounsford.. A. P. Costigane ..	2,100 2,100	175 00 Jan. 1,925 00 Feb.-Dec	833 47	1,000 00	3,933 47
Industrial Accident Prevention Associations .....	3 4 6 7 8a 8b 8c 10 11 15 18 19 20 26 27 29	J. F. Alexander.. A. E. Hawker.. S. Twist.. D. J. Hay .. A. P. Costigane .. Alfred Duncan.. F. G. Lovett .....	2,250 1,800 1,500 125 a month 175 150 125 135 thereafter 150 a month 150 1,800 1,800 to May 31 2,100 thereafter.	2,250 00 1,800 00 1,500 00 1,500 00 175 00 Jan. 1,135 00 April 23-Dec.  1,610 00 900 00 Jan.-May, Oct. 1,146 67 to Oct. 3 658 06 to May 12 1,975 00	964 51 886 95 1,058 77 561 41 377 48  1,069 80 455 74 581 75 85 38 817 78		
Electrical Employers' Safety Association .....	38	Wills MacLachlan	2,500	2,500 00  21,882 79	618 75  9,214 95	835 20  9,745 56	3,953 95  38,210 24

\* Salaries of Inspectors Wilson and Milne were paid half by Lumbermen's and half by Industrial Accident Prevention Associations.

TABLE 8

## ANALYSIS OF ADMINISTRATION EXPENSES DURING 1917

Salaries of Staff .....	\$92,713 31	
Travelling expenses of Board and Staff .....	4,545 78	
Guarantee Bonds .....	212 27	
Printing, stationery and office supplies .....	15,546 22	
Postage .....	9,413 97	
Telephone, telegrams and express .....	486 00	
Caretaking and office alterations .....	2,067 42	
Legal expenses, witness fees, etc. ....	743 27	
Medical examinations, X-ray plates, etc. ....	2,086 00	
Insurance on motorcycle .....	31 90	
Workmen's travelling expenses .....	2,064 28	
Assessors' returns .....	684 25	
Sundry expenses .....	19 83	
Permanent Equipment:		
Office .....	\$2,948 50	
Surgical .....	66 50	
	<hr/>	3,015 00
Total Administration Expenses, 1917 .....		\$133,629 50
Contributed by Province under Section 68 .....		100,000 00
		<hr/>
Balance to be provided for .....		\$33,629 50
Charged to Schedule 2 employers .....		4,888 52
Charged to Schedule 1 employers .....		28,740 98

TABLE 9  
SALARIES OF STAFF, WITH NAMES AND POSITIONS,  
31st DECEMBER, 1917

Name	Position	Salary
Dr. J. D. Curtis .....	Medical Officer .....	\$4,000 00 per year.
J. M. McCutcheon .....	Secretary .....	3,750 00 "
N. B. Wormwith .....	Solicitor .....	3,500 00 "
W. N. Hancock .....	Claims Officer .....	3,500 00 "
Dr. D. E. Bell .....	Medical Officer .....	2,750 00 "
T. N. Dean .....	Statistician .....	2,500 00 "
A. J. Walker .....	Auditor .....	2,500 00 "
L. M. Miller .....	Medical Aid Officer .....	2,000 00 "
R. W. Dance .....	Chairman's Secretary .....	2,000 00 "
H. R. Polson .....	Pay Roll Officer .....	1,800 00 "
F. W. Graham .....	Assistant Claims Officer .....	1,700 00 "
John J. Hayward .....	Assistant to Medical Officer .....	1,500 00 "
Harold Pryce .....	Cashier .....	1,500 00 "
O. L. Redfern .....	Bookkeeper .....	112 50 per month.
Geo. E. Heal .....	" .....	125 00 "
E. P. Dowdall .....	Claims Clerk .....	125 00 "
J. W. Tucker .....	" .....	125 00 "
John Scott .....	Clerk .....	125 00 "
A. G. A. Nelson .....	Pay Roll Auditor .....	150 00 "
E. E. Starr .....	" .....	137 50 "
H. F. Hall .....	" .....	137 50 "
G. N. Whiteside .....	" .....	137 50 "
W. C. Bayly .....	" .....	125 00 "
F. A. McNamara .....	" .....	112 50 "
E. S. Beynon .....	" .....	112 50 "
Geo. Chambers .....	" .....	112 50 "
A. E. Flower .....	" .....	112 50 "
M. W. Bastedo .....	" .....	112 50 "
W. B. Terry .....	Assistant Cashier .....	112 50 "
J. D. Hunter .....	Bookkeeper .....	100 00 "
R. W. Menzies .....	Clerk .....	100 00 "
S. K. McConaghy .....	" .....	90 00 "
W. B. Cross .....	" .....	80 00 "
Ethel McFarlane .....	Commissioner's Secretary and Clerk..	77 50 "
W. G. Perry .....	Messenger .....	75 00 "
Marie L. Hearn .....	Stenographer and Clerk .....	75 00 "
Edna Pack .....	" .....	70 00 "
Birdie Ponsford .....	Bookkeeper .....	70 00 "
Mrs. Adeline Somers .....	Switchboard Operator .....	65 00 "
Stella Elliott .....	Stenographer .....	65 00 "
Gladys Pim .....	" .....	65 00 "
Mrs. Eliz. McKinnon .....	" .....	65 00 "
Myrtle Chamberlain .....	" .....	65 00 "
Florence McElwee .....	" .....	65 00 "
Irene Metcalfe .....	" .....	65 00 "
Pearl Fleming .....	" .....	60 00 "
Gertrude H. England .....	" .....	60 00 "
Mamie McGregor .....	" .....	60 00 "
Ida A. Hellyer .....	" .....	60 00 "
Gertrude Bristow .....	Clerk .....	60 00 "
Mary L. Kennedy .....	Stenographer .....	60 00 "
Alice E. Smith .....	" .....	60 00 "
Evelyn Anderson .....	" .....	60 00 "
Margaret Roberts .....	" .....	12 00 per week.
Mary J. Day .....	" .....	12 00 "
Jean L. MacLaren .....	" .....	11 00 "
Muriel Armstrong .....	" .....	11 00 "
Marjorie Covey .....	" .....	11 00 "
Margaret A. Watt .....	Clerk .....	10 00 "
Cyril Lawer .....	Junior Clerk .....	10 00 "

From June 1, 1917, all the above salaries are carrying a bonus of \$10 per month where the salary is \$1,200 or over and 10 per cent. where the salary is less than \$1,200 per year.



## CHAPTER IV

### CONDITION OF FUNDS

#### Pension Fund

The Pension Fund is a fund intended to take care of the pensions which have been awarded. When a pension award is made a calculation is made of the amount which is expected to be necessary, allowing for the interest which will be received, to meet all pension payments required under the award. This amount is transferred to the Pension Fund, and all pension payments are made out of this fund, and all interest earned by it is added to the fund.

Table 10 sets out the condition of the Pension Fund and shows the additions to and deductions from it during the year. The present value of pensions awarded during 1917 was \$1,020,305.15, and this amount was transferred to the Pension Fund, \$405,593.83 of it being for accidents occurring in 1916 and \$614,711.32 of it for accidents occurring in 1917. For interest received during the year \$74,124.54 was added to the fund, this being at the rate of 5 per cent. The payments during the year amounted to \$148,943.80, and the balance in the fund at the end of the year is \$1,992,295.96.

#### Disaster Reserve

The condition of the Disaster Reserve is shown in Table 11. This is a fund set apart under the authority of Section 88 (2) of the Act, intended to be used in case of a disaster or other special circumstance which in the opinion of the Board would unfairly burden the employers of any class. It is the only reserve, in the proper sense of the term, that is being provided. The amount is one per cent. of the gross assessment.

Up to the present time only one application of the fund has been made, namely, a transfer of \$20,000 to Class 17 to assist that class in paying the expense of the serious catastrophe which happened in it near the close of the year 1916.

The total amount set aside as Disaster Reserve Fund up to the end of 1917 is \$66,752.83; the only payment was the \$20,000 above mentioned transferred to Class 17; the balance in the fund at the end of the year, including interest earned, is \$46,752.83.

#### Compensation Deferred

Table 12 contains a statement of the amount of compensation held by the Board for future payment. This includes compensation awarded to those who if they had not been under age or of alien enemy allegiance would have received final lump sum payment. The awards to minors are payable at majority and bear interest at five per cent. The total amount deferred since January 1, 1915, is \$90,688.38, and interest has amounted to \$3,323.07. The total payments (principal and interest) are \$24,506.77. The amount accruing is therefore \$69,504.68.

#### Investments

Particulars of the investments of the Board are given in Table 13. With the exception of short term deposits of current funds all the investments consist of municipal or municipally guaranteed debentures and Dominion of Canada War Loan. The average rate of interest earned on permanent investments during the year was approximately  $5\frac{1}{2}$  per cent. Three per cent. is received on current bank balances.

TABLE 10  
PENSION FUND, SCHEDULE 1 BY CLASSES, DECEMBER 31, 1917

Class	1916 Balance Forward	Pension Awards during 1917	Interest Received	Pension Payments	Balance	Class
	\$ c.	\$ c.	\$ c.	\$ c.	\$ c.	
1	92,417 30	69,854 05	6,009 70	14,300 92	153,980 13	1
2	37,584 51	41,327 06	2,771 49	5,636 78	76,046 28	2
3	20,433 07	10,310 59	1,210 60	2,752 52	29,201 74	3
4	37,312 54	52,406 64	3,038 64	5,486 24	87,271 58	4
5	159,615 93	133,614 56	10,799 36	20,872 33	283,157 52	5
6	32,463 47	16,915 97	1,958 23	3,513 59	47,824 08	6
7	9,864 07	3,992 99	561 38	1,265 74	13,152 70	7
8a	56,011 82	77,112 99	4,538 34	7,602 82	130,060 33	8a
8b	6,523 19	25,320 36	900 74	2,337 20	30,407 09	8b
8c	58,356 96	56,445 43	4,125 97	8,120 81	110,807 55	8c
10	85,831 82	99,472 82	6,488 44	11,798 59	179,994 49	10
11	40,300 21	62,751 36	3,434 59	5,968 22	100,517 94	11
12	.....	.....	.....	.....	.....	12
13	34,574 64	12,331 31	1,933 85	4,126 36	44,713 44	13
14	11,993 08	36,982 32	1,452 80	2,856 50	47,571 70	14
15	7,342 74	5,592 78	482 62	973 60	12,444 54	15
16	6,361 24	.....	304 11	558 00	6,107 35	16
17	30,577 20	72,202 46	3,119 09	8,593 45	97,305 30	17
18	11,195 53	6,447 74	690 97	1,200 00	17,134 24	18
19	2,904 71	6,840 70	297 31	758 00	9,284 72	19
20	10,442 64	11,207 58	765 41	1,476 50	20,939 13	20
22	25,519 19	16,473 95	1,615 49	2,892 60	40,716 03	22
24	174 97	.....	5 75	120 00	60 72	24
26	31,177 04	32,854 26	2,271 75	4,338 23	61,964 82	26
27	4,317 10	.....	206 03	393 24	4,129 89	27
28	2,678 18	1,594 20	164 24	381 00	4,055 62	28
29	10,838 63	11,390 30	794 69	1,279 75	21,743 87	29
30	14,035 94	7,342 81	814 88	2,819 66	19,373 97	30
32	13,687 29	7,864 25	842 70	1,531 00	20,863 24	32
33	105,132 56	74,742 30	6,791 61	13,141 98	173,524 49	33
37	24,821 17	16,210 81	1,572 25	2,963 24	39,640 99	37
38	16,329 58	21,124 27	1,275 36	2,769 20	35,960 01	38
41	45,991 75	29,578 29	2,886 15	6,115 73	72,340 46	41
73	.....	.....	.....	.....	.....	73
	1,046,810 07	1,020,305 15	74,124 54	148,943 80	1,992,295 96	

TABLE 11  
DISASTER RESERVE, DECEMBER 31, 1917

1915	Amount placed at credit of Disaster Reserve Account .....	\$15,910 01
1916	Amount placed at credit of Disaster Reserve Account .....	17,576 20
	Disaster Reserve as at Dec. 31, 1916, as per Table 4 of 1916 Report...	\$33,486 21
1917	Amount placed at credit of Disaster Reserve Account .....	32,751 94
	Interest added .....	514 68
		\$66,752 83
	Amount placed at credit of Class 17 .....	20,000 00
	Disaster Reserve as at Dec. 31, 1917, as per Table 6 .....	\$46,752 83



TABLE 12

COMPENSATION DEFERRED, DECEMBER 31, 1917

1915	Compensation deferred .....	\$17,272 17
1916	Compensation deferred .....	23,296 21
	Interest added .....	891 85
		<hr/>
		\$41,460 23
Amounts paid on above awards .....		<hr/> 9,698 17
		<hr/>
Total amount accruing Dec. 31, 1916, as per Table 4 of 1916 Report...		\$31,762 06
1917	Compensation deferred .....	50,120 00
	Interest added .....	2,431 22
		<hr/>
		\$84,313 28
Amounts paid on above awards:		
	Principal .....	\$14,455 87
	Interest . . . . .	352 73
		<hr/>
		14,808 60
		<hr/>
Total amount accruing Dec. 31, 1917, as per Table 6.....		\$69,504 68

TABLE 13

PARTICULARS OF INVESTMENTS, DECEMBER 31, 1917

SCHEDULE 1 FUNDS

Municipal Debentures

Security	Yield Rate	Term	Par Value	Cost Value
Arthur, Village of .....	5½%	1918-1928	\$1,767 65	\$1,722 50
Arthur, Village of .....	5½%	1918-1920	1,559 65	1,532 48
Arthur, Village of .....	5½%	1918-1930	2,828 55	2,663 28
Brampton, Town of .....	5½%	1918-1934	18,785 31	19,479 80
Brampton, Town of .....	5½%	1918-1944	3,429 98	3,094 24
Brantford Industrial Realty Co., guaranteed by City of Brantford..	5½%	Oct. 15, 1924	40,000 00	40,000 00
Carleton Place, Town of .....	5½%	1930 & 1941	14,659 99	14,659 99
Cobourg, Town of .....	5.30%	Jan. 1, 1934	6,900 00	5,807 45
Creemore, Town of .....	5¾%	1918-1934	5,937 36	6,213 66
Dundas, Town of .....	5¾%	1918-1946	24,654 79	24,984 83
Essex, Village of .....	5½%	1918-1934	7,676 04	7,397 39
Fort William, City of .....	5¾%	Feb. 1, 1944	25,000 00	22,466 21
Galt, City of .....	5.20%	June 6, 1924	20,500 00	19,157 80
Galt, City of .....	5.60%	Oct. 30, 1940	42,000 00	36,066 17
Guelph, City of .....	5.18%	June 22, 1935	30,000 00	27,630 56
Hamilton, City of .....	5.20%	Apr. 1, 1934	40,000 00	36,923 68
Hamilton, City of .....	5¾%	1935-1937	8,740 84	7,888 10
Hamilton, City of .....	5¾%	1935-1937	93,496 15	84,337 06
Hamilton, City of .....	6%	1928-1929	24,000 00	22,061 34
Hastings, County of .....	5½%	1919-1935	7,966 08	7,657 26
Hespeler, Town of .....	5½%	1925-1934	15,768 59	15,768 59
Kitchener, City of .....	5¾%	1918-1934	40,413 10	40,063 21
Kitchener, City of .....	5¾%	1918-1926	3,151 21	3,146 70
Kitchener, City of .....	5¾%	1918-1946	1,288 38	1,254 22
Kitchener, City of .....	6⅛%	1920-1932	11,745 17	10,841 93
Leamington, Town of.....	5¾%	1918-1932	16,957 39	17,316 25
Lincoln, County of .....	5½%	June 10, 1936	36,000 00	36,046 20
Lindsay, Town of .....	5.40%	1925 & 1935	19,904 78	20,095 72
Listowel, Town of .....	5¾%	1918-1947	20,000 00	19,232 98
London, City of .....	5½%	Aug. 3, 1939	24,000 00	19,447 00
London, City of .....	6%	Aug. 1, 1922	50,000 00	49,040 48
London, City of .....	5½%	1937-1938	11,000 00	9,667 62



TABLE 13—Continued

Security	Yield Rate	Term	Par Value	Cost Value
Newmarket, Town of .....	5½%	1918–1926	\$9,853 78	\$9,638 07
Niagara Falls, Town of .....	5½%	1918–1926	11,718 22	11,484 99
North Bay, Town of .....	6%	1919–1942	9,137 42	8,537 11
Oakville, Village of .....	5½%	1918–1935	6,983 69	7,253 60
Orillia, Town of .....	5.40%	1926–1934	25,523 59	24,589 92
Ottawa, City of .....	5.05%	Jan. 1, 1934	100,000 00	94,012 55
Ottawa, City of .....	5½%	1931 & 1941	39,906 66	32,518 66
Peel, County of .....	5½%	1918–1927	38,189 16	38,110 03
Penetanguishene, Town of .....	5½%	1918–1924	3,747 14	3,680 18
Penetanguishene, Town of .....	5½%	1918–1928	6,665 89	6,494 26
Perth, Town of .....	5½%	1918–1934	5,000 29	5,000 29
Perth, Town of .....	5½%	1918–1943	3,907 17	3,713 46
Perth, Town of .....	5½%	1918–1944	482 05	457 53
Perth, Town of .....	5½%	1918–1934	584 90	563 66
Perth, Town of .....	5½%	1918–1933	1,505 80	1,453 61
Peterborough, City of .....	5.40%	Dec. 31, 1935	12,000 00	12,138 50
Peterborough, City of .....	5.18%	June 30, 1946	50,000 00	48,670 53
Port Arthur, City of .....	5¾%	Jan. 1, 1934	25,000 00	23,055 62
Preston, Town of .....	5.30%	1921–1928	11,292 03	11,732 80
Renfrew, Town of .....	5¾%	1921–1935	10,407 44	10,637 36
Renfrew, Town of .....	5.85%	1918–1947	11,533 73	11,885 14
Richmond Hill, Village of .....	5½%	1918–1934	9,562 63	9,562 63
St. Catharines, City of .....	5½%	July 13, 1929	25,000 00	23,912 88
St. Catharines, City of .....	5.385%	Dec. 29, 1945	50,000 00	47,234 03
St. Catharines, City of .....	5½%	1925–1936	52,460 47	49,997 91
St. Catharines, City of .....	6¾%	1919–1927	77,828 63	74,052 36
St. Mary's, Town of .....	5½%	Oct. 31, 1943	4,870 30	4,543 62
St. Mary's, Town of .....	5½%	Jan. 1, 1944	2,500 00	2,329 19
St. Mary's, Town of .....	5½%	May 1, 1933	17,000 00	16,110 68
Sandwich, Town of .....	5.58%	1925–1935	10,261 51	10,570 34
Sarnia, City of .....	5.40%	1918–1926	9,243 36	9,097 91
Simcoe, Town of .....	5½%	1918–1945	17,681 71	18,483 96
Smith's Falls, Town of .....	5½%	1926–1944	13,457 01	13,457 01
Smith's Falls, Town of .....	5½%	1926–1931	10,326 48	10,326 48
Smith's Falls, Town of .....	5½%	1918–1946	18,759 67	19,784 40
Smith's Falls, Town of .....	5½%	1918–1936	2,274 99	2,303 33
Smith's Falls, Town of .....	5¾%	1918–1937	5,794 18	5,696 17
Smith's Falls, Town of .....	5¾%	1918–1947	14,784 60	14,423 06
Stamford, Village of .....	5¼%	1918–1925	6,749 67	6,954 67
Stratford, City of .....	5½%	Jan. 1, 1934	3,000 00	2,843 06
Stratford, City of .....	5½%	Jan. 1, 1945	25,000 00	23,262 62
Stratford, City of .....	5½%	Jan. 1, 1945	15,000 00	13,957 57
Stratford, City of .....	5½%	Jan. 1, 1945	10,000 00	9,305 05
Stratford, City of .....	5½%	1925 & 1945	36,000 00	34,080 92
Sudbury, Town of .....	5¾%	1933–1935	25,263 80	23,314 55
Tillsonburg, Town of .....	5½%	Mar. 20, 1945	975 00	975 00
Tillsonburg, Town of .....	5½%	1918–1944	1,434 39	1,434 39
Tillsonburg, Town of .....	5½%	1918–1935	4,611 23	4,611 23
Tillsonburg, Town of .....	5½%	1918–1935	2,305 56	2,305 56
Toronto, City of .....	5.55%	July 1, 1925	100,000 00	96,663 00
Toronto, City of .....	6%	1925–1933	77,000 00	70,485 21
Toronto, City of .....	6%	1927–1938	32,000 00	28,922 68
Toronto, City of .....	6%	July 1, 1930	28,000 00	25,562 16
Wallaceburg, Town of .....	5½%	1918–1930	7,826 21	8,002 71
Welland, Town of .....	5.40%	Sept. 1, 1934	25,000 00	25,274 73
Welland, Town of .....	5.60%	July 1, 1925	24,035 50	23,162 22
Welland, County of .....	5¾%	Dec. 15, 1945	10,000 00	9,463 42
Weston, Town of .....	5.43%	1924–1929	22,783 57	23,735 47
Weston, Town of .....	5½%	1918–1930	5,468 03	5,631 35
Whitby, Town of .....	5¾%	1924–1946	14,315 62	14,519 91
Whitby, Town of .....	5¾%	1918–1946	4,395 78	4,455 96
Whitby, Town of .....	5¾%	1918–1946	6,903 39	6,997 58
Windsor, City of .....	5 9-16%	1919–1935	16,957 60	16,860 70
Windsor, City of .....	5½%	1919–1923	50,000 00	49,122 80
Windsor, City of .....	5¾%	1920–1923	20,000 00	19,569 21

TABLE 13—Continued

Security	Yield Rate	Term	Par Value	Cost Value
Woodstock, City of .....	5 <sup>5</sup> / <sub>8</sub> %	Dec. 31, 1936	\$7,045 32	\$6,134 48
Woodstock, City of .....	5 <sup>5</sup> / <sub>8</sub> %	Dec. 31, 1925	6,060 97	5,631 26
Woodstock, City of .....	5 <sup>5</sup> / <sub>8</sub> %	Nov. 1, 1938	10,000 00	8,633 74
Woodstock, City of .....	5 <sup>5</sup> / <sub>8</sub> %	Nov. 30, 1937	6,000 00	5,201 66
Woodstock, City of .....	5 <sup>5</sup> / <sub>8</sub> %	Dec. 31, 1924	1,549 79	1,451 14
York, Township of .....	5.40%	1919-1936	33,878 31	34,208 42
			<hr/> \$2,034,035 25	<hr/> \$1,943,912 96

Other Investments

Security	Yield Rate	Term	Par Value	Cost Value
Dominion of Canada, Victory Loan.	5.61%	Dec. 1, 1937...	\$442,336 98	\$442,336 98
Canada Permanent Mortgage Corporation, Special Deposit .....	5%	Withdrawable on call .....	200,000 00	200,000 00
Central Canada Loan and Savings Company, Special Deposit.....	4 <sup>3</sup> / <sub>4</sub> %	Withdrawable on call .....	150,000 00	150,000 00
Huron & Erie Loan & Savings Company, Debentures .....	5%	Payable on call	100,000 00	100,000 00
National Trust Company, guaranteed trust investment receipt .....	5%	Payable on call	125,000 00	125,000 00
Toronto General Trusts Corporation, guaranteed investment receipt.	5%	Payable on short notice.	250,000 00	250,000 00
			<hr/> \$1,267,336 98	<hr/> \$1,267,336 98
			<hr/> \$3,301,372 23	<hr/> \$3,211,249 94

Schedule 2 Funds

Dominion of Canada, Victory Loan	5.61%	Dec. 1, 1937...	\$521,790 26	\$517,151 60
Toronto Harbor Commissioners, Debentures .....	5.70%	Sept. 1, 1953..	51,000 00	41,712 63
			<hr/> \$572,790 26	<hr/> \$558,864 23



## CHAPTER V

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### SCHEDULE 1 INDUSTRIES FOR 1916

Table 14 details the final financial information for 1916 and naturally is the complement of Table 1 of the Report for 1916. Tables 15 to 24 deal with accidents in Schedule 1 occurring in the calendar year of 1916 irrespective of date of report or compensation.

Dealing with accident statistics, especially distribution in particular, it is essential that a time unit be taken and this time unit is of necessity a calendar unit. At the end of any year certain accidents are but partially disposed of, others are reported but claims are in assembly or under adjustment, and other accidents occurring in that year are not reported till the next year. Manifestly, therefore, any figures having to do with a year published at the end of that year form an incomplete representation of the year. Averages compiled from those figures are apt to be fallacious: this is especially true of averages having to do with length of disabilities because the long continuing disabilities go long past the end of the year in which the accidents happen. Again, with an upward wage trend the cases not finally disposed of at the end of year materially raise the average inasmuch as the larger proportion of those cases represent accidents occurring in the last months of the year.

For these reasons, then, it has been felt that the statistics of a complete year's accidents will better serve both in reliability of averages and completeness of particulars than incomplete figures; while it is evident the data will be older, little is lost, for statistical data is of relative usefulness only when the data represents the complete unit. This is especially true of the comparable value of statistics.

#### Final Financial Figures, 1916

Table 14 shows the final financial figures for 1916. The total income was \$2,413,879.16, which includes \$20,000.00 transferred from the Disaster Reserve to Class 17. The net charges were \$2,019,179.33, the balance being \$394,699.83, which added to balance forward from 1915, \$657,015.88, produces the \$1,051,715.71 carried forward into Table 1.

The estimated income was \$2,646,977.01, the actual \$3,100,895.04 (including balance from 1915) additions to pay rolls exceeding the estimates by \$453,918.03. The estimated expenditure was \$2,102,025.29, the actual \$2,019,179.33, a difference of \$82,845.96, of which \$80,000.00 was carried into 1917 estimates for continuing disabilities to provide for those accidents occurring in 1916 in which the disabilities are continuing into 1918, there being 65 of such cases. The estimates for expenditures class by class closely approximated the actual outlay, the difference in Class 4 being 13 cents. On income the estimates were not so close, Class 10 returning a difference of \$181,874.10 due to additional munition pay rolls.

The income for 1916 showed an increase of 65.9 per cent. over 1915, for which year it was \$1,868,983.21 and the expenditure which was \$1,211,967.33 in 1915, an increase of 66.6 per cent.



### Final Accident Figures, 1916

In all, 15,971 accidents occurring in 1916 have been compensated. Of these 13,547 caused temporary disabilities, 2,143 caused permanent disabilities and 281 caused death. For 1915 the figures were: temporary disability 7,783, permanent disability 1,237, death 219, a total of 9,239 accidents. The number of accidents for 1916 for each class is shown in Table 15.

### Statistical Distributions

Tables 16 to 24 show statistical distributions of accidents occurring in 1916. It must be carefully borne in mind that these figures have to do solely with Schedule 1 and that all accidents occurring in 1916 irrespective of when they were reported or compensated have been included. The categories of disability, i.e., temporary, permanent and death, are shown for all tables possible. While for the most part the tables show totals only, the tabulation of class figures was done and the results retained.

During 1916, every day of the year, Sundays and holidays included, 37 men were injured sufficiently seriously to be laid off work for a week or more, and 6 were permanently crippled. In addition, every five days four workmen were killed. The army of industrial workers injured in 1916 numbered over 14 battalions or nearly half the number of soldiers returned to Canada from England and France since the war began.

The total time worked by all workers in Ontario in 1916 at a fair estimate was 81,510,000 days, or 271,700 years (working six days to the week). Counting a death or permanent total as equivalent to a time loss of 9,000 days, permanent partial disabilities as fractional parts thereof and temporary disabilities at actual time loss, the time loss occasioned by the 15,971 accidents occurring in 1916 was 3,940,533 days or the equivalent of 13,135 years. Stated differently: through industrial accidents (counting only claims paid by the Board in Schedule 1) the services of 13,135 men were withdrawn from production for a year—an added argument for safety work and efficient medical treatment.

### Month of Occurrence

The month of occurrence of accidents is set out in Table 16. There was an almost steady increase month by month from the first to the last of the year due, perhaps, to the increased industrial activity. The high month was December with 1,673 accidents; the low month was April in which 1,001 accidents occurred. In December 46 deaths happened, 21 in one disaster, this being high month. March with 11 deaths held low record. As regards permanent disabilities August with 206 was high and February with 130 was low. In temporary disabilities high and low months were December and April, respectively.

### Accidents According to Locality

In Table 17 is a distribution by county in which accidents happened. The successive order of counties or districts in which the greatest number of accidents happened is: York, Wentworth, Algoma, Temiskaming, Welland and Sudbury with 3,833; 2,045; 983; 811; 764 and 717, respectively. From the District of Patricia no accidents were reported, from Dundas County two are included.

For accidents causing death, Temiskaming reported 48; York 25; Wentworth and Sudbury 24 each; Peterborough 23; Algoma 19; Parry Sound and Welland 13 each. Durham, Grey, Haldimand, Huron, Kenora, Lanark, Lennox and Addington, Manitoulin, Muskoka, Northumberland, Patricia, Perth, Prince Edward, Russell, Stormont and Victoria reported no deaths.

Time Loss, Age, and Wage

The average wage and age of the injured worker and the total and average duration of disability is shown for each class in Table 18. The tabulated time loss was 447,183 days, the equivalent of one man's time for 1,490 years. The average time loss was in each case of accident causing temporary disability 22.95 working days, permanent disability 62.29 working days, and death 9.76 working days.

The average age of all injured was 34.07 years and the average wage (average annual earnings) was \$15.63 a week. The oldest worker injured was 82 years and the youngest 11, one worker at this latter age meeting death. The number of injuries to minors and those of advanced age is shown to have been as follows:

Age	Temporary Disability	Permanent Disability	Death	Totals
11 .....	1	2	1	4
12 .....	1	1	1	3
13 .....	5	3	.....	8
14 .....	126	46	.....	172
15 .....	233	74	.....	307
16 .....	332	83	2	417
17 .....	302	59	1	362
18 .....	302	67	4	373
19 .....	371	71	4	446
20 .....	378	65	6	449
Totals.....	2,051	471	19	2,541

70 .....	23	4	.....	27
71 .....	11	1	1	13
72 .....	12	3	1	16
73 .....	7	3	.....	10
74 .....	6	.....	1	7
75 .....	7	.....	.....	7
76 .....	2	.....	.....	2
77 .....	9	2	.....	11
78 .....	4	.....	1	5
80 .....	1	.....	.....	1
81 .....	1	.....	.....	1
82 .....	.....	1	.....	1
Totals.....	87	14	4	101

Allegiance of Injured

Table 19 gives data regarding the allegiance of injured, such data being compiled from information furnished by the workman himself. British was the allegiance stated in 74.12 per cent. of cases. There were 1,186 Italians, 1,025 Russians, 874 Austrians and 28 self-confessed Germans. Nine Chinamen and 3 Albanians were injured.

Of the 15,971 persons injured 518 were females, of whom 104 were permanently injured. Eighteen females were of foreign allegiance.



### Duration of Disability

Table 20 shows the week of termination of temporary disabilities. Of the 13,547 total cases, 5,048 or 37.2 per cent. of cases terminated in from one to two weeks after the accident; 3,071 cases or 22.7 per cent. in from two to three weeks; 1,784 cases or 13.2 per cent. in from three to four weeks; in 13 cases the disability exceeded a year. The average duration of disability was 22.95 days.

### Nature of Injuries

The nature of injuries sustained both in temporary disability and permanent disability cases is shown in Table 21, the data being given for each class. There were 25 cases of temporary disability caused by industrial disease: of these 20 were cases of lead poisoning or its sequelæ, one each of mercury and arsenic poisoning or their sequelæ, and three of anthrax. There were 383 cases of eye injuries and 38 cases of internal injuries. Cuts and lacerations were responsible for 4,019 cases, this being the most common type of wound.

The part of body most often permanently injured appears to be the digital extremities. Permanent disability award was made in 5 cases of loss of hearing, in 24 cases of loss of teeth, and 3 cases of disfigurement. It is interesting to note that there were 178 cases of permanent disability to the eyes and in 4 cases (included) to both eyes. In 6 cases both hands were injured.

### Causes of Accidents

The causes of accidents are set out in Table 22. Where more than one cause contributed to the accident the immediate or prime cause has been taken as the agency of causation. Machinery and its parts was responsible for 26.7 per cent. of accidents causing temporary disability, for 64.5 per cent. of accidents causing permanent disability, for 14.6 per cent. of accidents causing death, and for 31.7 per cent. of all accidents.

### Blood Poisoning. Cases

Table 23 shows that there was infection in 1,323 cases, which is about 83 in each 1,000. The majority of the cases were from little wounds, such as slivers, pricks by wire, pins or metal, slight cuts, etc. In nearly all of the cases the disability could have been greatly minimized, if not prevented, by prompt and efficient first aid attention. In 35 cases infections resulted in immobilization of joints and consequently in destroyed functional capacity; in 23 cases it was necessary to amputate; in one case the sight of one eye was totally destroyed. Eleven deaths are directly traceable to infection.

### Death Cases

Table 24 contains a resumé of death cases showing the number and character of awards made, the number, relationship and residence of dependants, and the time between injury and death.



TABLE 14  
FINANCIAL STATEMENT FOR 1916, SCHEDULE 1 BY CLASSES

Class	Net Receipts	Transfer from Dis- aster Reserve	Net Charges	Balance for 1916	Balance for- ward from 1915	Balance carried to Table 1
	\$ c.	\$ c.	\$ c.	\$ c.	\$ c.	\$ c.
1	171,333 52	.....	151,626 37	19,707 15	63,204 06	82,911 21
2	80,050 58	.....	81,848 72	—1,798 14	9,968 19	8,170 05
3	51,807 23	.....	42,690 57	9,116 66	3,029 40	12,146 06
4	104,494 47	.....	111,248 54	—6,754 07	16,726 44	9,972 37
5	294,272 99	.....	248,265 77	46,007 22	103,316 20	149,323 42
6	44,301 61	.....	37,908 30	6,393 31	11,362 17	17,755 48
7	16,410 85	.....	14,754 82	1,656 03	59 05	1,715 08
8a	168,826 66	.....	132,196 58	36,630 08	35,440 20	72,070 28
8b	62,133 69	.....	49,714 74	12,418 95	18,693 73	31,112 68
8c	95,850 89	.....	91,270 11	4,580 78	28,504 26	33,085 04
10	392,980 72	.....	266,551 99	126,428 73	49,374 26	175,802 99
11	91,431 14	.....	90,532 54	898 60	24,541 53	25,440 13
12	5,211 91	.....	2,555 81	2,656 10	2,885 51	5,541 61
13	115,055 41	.....	49,655 41	65,400 00	34,606 30	100,006 30
14	36,298 29	.....	44,412 72	—8,114 43	12,642 35	4,527 92
15	14,723 18	.....	11,729 80	2,993 38	7,208 21	10,201 59
16	6,779 46	.....	10,944 35	—4,164 89	5,730 69	1,565 80
17	42,183 72	20,000 00	97,095 67	—34,911 95	—1,657 57	—36,569 52
18	33,738 78	.....	28,128 00	5,610 78	16,270 98	21,881 76
19	12,273 41	.....	8,823 11	3,450 30	8,947 07	12,397 37
20	26,831 72	.....	25,833 97	997 75	8,769 34	9,767 09
22	53,387 00	.....	46,476 75	6,910 25	6,554 06	13,464 31
24	2,577 66	.....	1,161 51	1,416 15	2,064 55	3,480 70
26	61,148 21	.....	59,159 10	1,989 11	7,631 44	9,620 55
27	18,121 41	.....	10,753 75	7,367 66	11,131 86	18,499 52
28	7,188 72	.....	2,581 89	4,606 83	3,526 87	8,133 70
29	25,209 17	.....	27,708 66	—2,499 49	3,739 69	1,240 20
30	18,113 12	.....	17,952 02	161 10	11,560 75	11,721 85
32	21,844 20	.....	16,878 82	4,965 38	7,982 56	12,947 94
33	177,133 58	.....	125,990 83	51,142 75	81,552 01	132,694 76
37	31,395 28	.....	15,410 96	15,984 32	16,475 15	32,459 47
38	33,893 12	.....	21,167 00	12,726 12	17,008 22	29,734 34
41	76,876 02	.....	76,146 79	729 23	28,048 45	28,777 68
73	1 44	.....	3 36	—1 92	117 90	115 98
	2,393,879 16	20,000 00	2,019,179 33	452,944 72	658,673 45	1,088,285 23
				—58,244 89	—1,657 57	—36,569 52
				394,699 83	657,015 88	1,051,715 71

TABLE 15  
NUMBER OF ACCIDENTS IN 1916, SCHEDULE 1 BY CLASSES

Class	Temporary Disability	Permanent Disability	Death	Totals	Class
1 .....	825	132	46	1,003	1
2 .....	532	61	15	608	2
3 .....	310	107	3	420	3
4 .....	682	215	4	901	4
5 .....	1,436	143	59	1,638	5
6 .....	163	19	9	191	6
7 .....	83	14	3	100	7
8a.....	1,305	118	12	1,435	8a
8b.....	595	53	2	650	8b
8c.....	723	118	6	847	8c
10 .....	2,419	529	13	2,961	10
11 .....	741	128	6	875	11
12 .....	20	9	.....	29	12
13 .....	156	13	14	183	13
14 .....	228	20	5	253	14
15 .....	59	9	2	70	15
16 .....	46	12	1	59	16
17 .....	123	21	27	171	17
18 .....	399	28	.....	427	18
19 .....	104	13	4	121	19
20 .....	240	51	1	292	20
22 .....	314	58	4	376	22
24 .....	3	2	1	6	24
26 .....	315	76	5	396	26
27 .....	97	2	1	100	27
28 .....	38	5	.....	43	28
29 .....	217	58	1	276	29
30 .....	176	9	3	188	30
32 .....	58	8	2	68	32
33 .....	729	61	15	805	33
37 .....	97	9	3	109	37
38 .....	59	11	5	75	38
41 .....	255	31	9	295	41
73 .....	.....	.....	.....	.....	73
Totals.....	13,547	2,143	281	15,971	Totals

TABLE 16  
MONTH OF OCCURRENCE OF ACCIDENTS, 1916, SCHEDULE 1

Month of Occurrence	Temporary Disability	Permanent Disability	Death	Totals
January.....	967	160	27	1,154
February.....	978	130	19	1,127
March .....	1,065	168	11	1,244
April .....	840	147	14	1,001
May .....	996	194	16	1,206
June .....	1,066	202	30	1,298
July .....	1,067	166	18	1,251
August.....	1,195	206	23	1,424
September .....	1,213	184	19	1,416
October .....	1,310	199	20	1,529
November.....	1,407	203	38	1,648
December .....	1,443	184	46	1,673
Totals .....	13,547	2,143	281	15,971

TABLE 17  
LOCALITY OF ACCIDENTS, 1916, SCHEDULE 1]

County or District	Temporary Disability	Permanent Disability	Death	Totals
Algoma .....	890	74	19	983
Brant .....	314	54	3	371
Bruce .....	72	25	2	99
Carleton.....	347	60	2	409
Dufferin .....	5	.....	1	6
Dundas .....	1	.....	1	2
Durham .....	100	9	.....	109
Elgin .....	48	12	2	62
Essex .....	266	71	3	340
Frontenac .....	166	29	2	197
Glengarry .....	11	2	2	15
Grenville .....	12	1	2	15
Grey .....	155	48	.....	203
Haldimand.....	25	4	.....	29
Haliburton.....	13	3	1	17
Halton.....	67	9	1	77
Hastings.....	139	25	1	165
Huron .....	58	16	.....	74
Kenora .....	25	4	.....	29
Kent .....	118	33	5	156
Lambton .....	164	20	3	187
Lanark .....	72	12	.....	84
Leeds .....	108	16	1	125
Lennox and Addington .....	10	5	.....	15
Lincoln .....	289	60	6	355
Manitoulin.....	19	.....	.....	19
Middlesex .....	259	64	3	326
Muskoka.....	55	10	.....	65
Nipissing .....	155	25	4	184
Norfolk .....	24	7	1	32
Northumberland .....	40	10	.....	50
Ontario .....	136	23	2	161
Oxford.....	135	26	6	167
Parry Sound.....	191	25	13	229
Patricia .....	.....	.....	.....	.....
Peel .....	33	8	1	42
Perth .....	140	31	.....	171
Peterborough.....	182	37	23	242
Prescott .....	76	10	3	89
Prince Edward.....	3	1	.....	4
Rainy River .....	107	11	11	129
Renfrew.....	220	47	5	272
Russell .....	26	4	.....	30
Simcoe .....	442	61	7	510
Stormont .....	75	9	.....	84
Sudbury.....	637	56	24	717
Temiskaming .....	673	90	48	811
Thunder Bay .....	180	25	5	210
Victoria .....	63	9	.....	72
Waterloo .....	330	70	3	403
Welland .....	671	80	13	764
Wellington.....	159	24	3	186
Wentworth .....	1,742	279	24	2,045
York .....	3,299	509	25	3,833
Total .....	13,547	2,143	281	15,971



TABLE 18

TIME LOSS, AVERAGE AGE, AND AVERAGE WAGE, 1916, SCHEDULE 1  
BY CLASSES

Class	TIME LOSS						AGE	WAGE
	Temporary Disability		Permanent Disability		Death Cases		All Cases	All Cases
	Total Days	Average Days	Total Days	Average Days	Total days	Average days	Average Age (Years)	Average Weekly Wage
1	28,125	34.09	11,999	90.90	379	08.24	35.85	\$ c.
2	10,830	20.38	3,732	61.18	7	04.67	36.51	12 51
3	6,127	19.77	5,644	52.75	18	09.00	37.51	15 25
4	15,989	23.44	10,987	51.10	26	06.50	35.57	11 42
5	33,021	23.00	10,347	72.33	22	00.37	31.94	12 10
6	5,186	32.01	1,783	93.32	270	30.00	38.20	18 33
7	1,422	17.13	1,080	77.14	27	27.00	32.38	14 96
8a	25,400	19.46	7,452	63.16	3	00.25	32.67	15 53
8b	12,246	20.58	3,171	59.84	192	96.00	34.47	19 02
8c	14,582	20.17	7,394	62.66	749	124.83	35.69	15 22
10	46,083	19.05	22,826	43.15	63	04.84	32.05	15 62
11	14,695	19.83	6,409	50.07	358	59.67	34.75	16 69
12	444	22.20	374	41.56	.....	.....	28.43	17 29
13	3,953	25.34	1,669	128.35	326	23.28	33.73	28 43
14	5,305	23.27	2,326	116.30	27	05.40	37.15	19 36
15	1,787	30.29	738	82.00	7	03.50	35.96	15 02
16	1,093	23.76	824	68.67	0	00.00	33.74	13 60
17	3,340	27.15	1,374	65.43	63	02.33	37.27	12 99
18	7,692	19.28	1,545	55.16	.....	.....	34.93	15 57
19	1,957	18.82	1,000	76.92	7	01.75	37.65	14 26
20	4,894	20.39	2,488	48.79	36	36.00	32.73	11 78
22	8,035	25.59	4,335	74.74	14	03.50	32.89	13 30
24	50	16.67	84	42.00	7	07.00	46.00	12 94
26	7,907	25.10	4,507	59.31	30	06.00	31.86	12 67
27	2,147	22.14	143	71.50	0	00.00	27.88	10 76
28	1,559	41.03	659	131.80	.....	.....	32.74	12 26
29	5,440	25.07	2,893	49.88	13	13.00	26.61	10 90
30	4,596	26.11	697	77.44	0	00.00	41.45	10 31
32	1,127	19.43	930	116.25	4	02.00	32.09	13 23
33	23,098	31.69	8,415	137.95	68	04.53	38.71	20 81
37	2,709	27.93	482	53.56	25	08.33	34.47	17 28
38	1,801	30.53	599	54.45	0	00.00	34.39	16 06
41	8,313	32.60	4,583	147.84	0	00.00	36.15	18 41
73	.....	.....	.....	.....	.....	.....	.....	18 33
All	310,953	22.95	133,489	62.29	2,741	9.76	34.07	.....

TABLE 19

ALLEGIANCE OF INJURED WORKERS, 1916, SCHEDULE 1

Allegiance to	Temporary Disability	Permanent Disability	Death	Totals
Albania .....	3	.....	.....	3
Austria .....	770	73	31	874
Belgium.....	4	1	.....	5
Bulgaria .....	215	32	1	248
China .....	8	1	.....	9
Denmark .....	3	1	1	5
France.....	8	4	.....	12
Germany .....	20	5	3	28
Great Britain .....	9,952	1,694	191	11,837
Greece .....	51	14	.....	65
Holland.....	9	.....	.....	9
Italy.....	1,052	109	25	1,186
Mexico.....	.....	1	.....	1
Montenegro.....	1	.....	.....	1
Norway.....	9	2	.....	11
Roumania .....	108	17	.....	125
Russia.....	888	119	18	1,025
Serbia .....	50	6	.....	56
Spain .....	11	3	1	15
Sweden .....	38	3	.....	41
Switzerland .....	2	.....	.....	2
Turkey .....	59	2	.....	61
United States.....	286	56	10	352
Totals.....	13,547	2,143	281	15,971

TABLE 20

WEEK OF TERMINATION OF TEMPORARY DISABILITIES, 1916,  
SCHEDULE 1

In 5,048 cases the disability terminated in				1 to 2 weeks after the accident.	
3,071				2	3
1,784				3	4
1,104				4	5
651				5	6
444				6	7
295				7	8
245				8	9
176				9	10
121				10	11
97				11	12
69				12	13
45				13	14
36				14	15
40				15	16
37				16	17
24				17	18
20				18	19
27				19	20
19				20	21
23				21	22
15				22	23
15				23	24
13				24	25
12				25	26
9				26	27
9				27	28
6				28	29
9				29	30
6				30	31
5				31	32
3				32	33
11				33	34
1				34	35
4				35	36
3				36	37
6				37	38
5				38	39
26				39	52
13				52	80

**13,547 Total Cases**



TABLE 21  
NATURE OF INJURIES, 1916, SCHEDULE 1 BY CLASSES  
Temporary Disability Cases

Class.	Bruises, Contusions and Abrasions.	Cuts and Lacer- ations.	Fractures.	Crushes.	Sprains, Strains, Twistings and Wrenchings.	Burns and Scalds.	Punctures.	Eye Injuries.	Hernias.	Internal Injuries.	Concussions (brain, spine, etc.)	Dislocations.	All other Injuries.	Industrial Diseases. (Schedule 3).	Totals
1	218	270	146	47	68	6	29	8	6	4	3	15	5	....	825
2	147	154	46	82	39	23	21	5	3	1	....	5	6	....	532
3	37	171	23	21	19	9	19	5	....	....	1	3	2	....	310
4	127	336	46	61	43	11	37	8	....	2	1	9	1	....	682
5	409	361	133	152	125	127	33	63	6	7	....	12	4	4	1,436
6	52	30	25	20	16	5	2	7	....	1	....	5	....	....	163
7	15	40	5	8	3	6	1	1	....	1	1	1	1	....	83
8a	394	323	79	169	74	177	32	40	8	....	3	5	1	....	1,305
8b	98	129	27	59	37	195	23	17	7	....	....	3	....	....	595
8c	170	186	75	133	55	37	14	39	6	1	2	4	1	....	723
10	443	838	146	418	138	139	132	108	10	5	7	15	6	14	2,419
11	171	245	59	71	43	59	49	24	6	2	2	3	3	4	741
12	3	10	2	4	....	....	....	1	....	....	....	....	....	....	20
13	34	16	10	10	15	50	5	11	....	2	1	2	....	....	156
14	66	35	35	25	24	23	9	5	....	....	1	4	1	....	228
15	4	24	15	1	8	2	2	....	....	....	1	2	....	....	59
16	8	14	9	3	1	9	....	....	....	1	....	1	....	....	46
17	34	18	23	14	17	9	3	....	1	....	....	3	1	....	123
18	70	179	26	21	35	28	21	5	1	1	1	4	7	....	399
19	15	29	15	11	14	6	7	....	....	....	1	4	1	1	104
20	50	73	22	44	19	9	10	2	3	1	....	5	2	....	240
22	66	86	48	27	38	23	13	3	2	4	1	3	....	....	314
24	....	2	1	....	....	....	....	....	....	....	....	....	....	....	3
26	64	100	30	42	30	21	19	2	....	1	....	5	....	1	315
27	29	17	3	5	7	2	27	1	3	....	....	3	....	....	97
28	8	2	4	4	3	16	....	....	....	....	....	1	....	....	38
29	42	76	17	52	11	7	7	2	1	....	....	2	....	....	217
30	51	26	27	21	30	2	10	3	1	1	....	4	....	....	176
32	16	7	5	12	7	....	8	1	1	....	....	1	....	....	58
33	200	122	126	56	97	27	54	11	8	2	13	7	5	1	729
37	20	21	13	14	10	3	7	2	....	....	....	7	....	....	97
38	17	11	10	1	7	6	1	2	1	....	....	1	2	....	58
41	44	68	47	31	29	10	11	7	3	1	....	3	1	....	255
73	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
	3,122	4,019	1,298	1,639	1,062	1,047	606	383	77	38	39	142	50	25	13,547

TABLE 21—Continued  
Permanent Disability Cases

	Right	Left	Left and Right	Total Cases
One or more toes .....	12	19	1	32
Foot .....	17	21	.....	38
Leg .....	35	36	.....	71
Eye .....	77	97	4	178
Ear .....	4	1	.....	5
Teeth .....	.....	.....	24	24
Arm .....	40	31	3	74
Hand .....	54	44	6	104
Thumb and 4 fingers .....	1	1	.....	2
Thumb and 3 fingers .....	3	2	.....	5
Thumb and 2 fingers .....	8	3	1	12
Thumb and 1 finger .....	9	9	.....	18
Thumb .....	123	114	4	241
Four fingers .....	20	22	2	44
Three fingers .....	35	23	4	62
Two fingers .....	119	109	2	230
Index finger .....	270	214	3	487
Second finger .....	99	140	.....	239
Third finger .....	58	81	.....	139
Fourth finger .....	54	61	1	116
Disfigurement .....	.....	.....	3	3
All other .....	.....	.....	19	19
Total .....	1,038	1,028	77	2,143

TABLE 22  
CAUSES OF ACCIDENTS, 1916, SCHEDULE 1

Cause	Temp. Dis.	Perm. Dis.	Death	Totals
<i>A. Machinery and its parts:</i>				
1. Gearing .....	107	80	2	189
2. Saws and kickbacks therefrom.....	533	277	7	817
3. Shapers, stickers, matchers and headers.....	76	41	.....	117
4. Emery and other abrasive wheels, buffers, and polishers .....	219	29	1	249
5. Planers, veneerers and sanders .....	104	44	.....	148
6. Lathes .....	352	74	.....	426
7. Cogs .....	33	26	.....	59
8. Set screws (protruding) .....	29	11	.....	40
9. Shafting, conveyors and other drives .....	97	15	9	121
10. Presses, punches and dies .....	447	356	1	804
11. Feed rolls and calendars .....	221	71	2	294
12. Stitchers, sewers and other needle machines	42	5	.....	47
13. Enders and corner cutters .....	54	16	.....	70
14. Shears, cutters, hacksaws and milling machines .....	137	61	.....	198
15. Jointers, edgers, slicers and stayers .....	64	53	.....	117
16. Barkers, grinders, crushers and strippers...	78	27	.....	105
17. Motors, engines, fans and pumps .....	103	17	2	122
18. Levers and log carriages .....	61	8	.....	69
19. Drills, augers and borers .....	224	25	.....	249
20. Belts, pulleys, lines and chains .....	345	67	13	425
21. Reamers, airguns, mixers and beaters .....	55	15	.....	70
22. Pickers, carders, winders, knitters and looms	125	29	3	157
23. Nailers and screw machines .....	23	4	1	28
24. All other machines .....	80	32	.....	112
Totals .....	3,609	1,383	41	5,032
<i>B. Hoisting Apparatus:</i>				
1. Elevators .....	102	8	4	114
2. Other hoisting apparatus .....	222	32	10	264
Totals .....	324	40	14	378
<i>C. Dangerous Substances:</i>				
1. Steam escapes .....	58	5	2	65
2. Electric currents .....	56	4	15	75
3. Explosives .....	155	20	24	199
4. Hot, corrosive and inflammable substances..	756	25	24	805
5. Protruding nails, wires and pieces of glass..	222	13	3	238
Totals .....	1,247	67	68	1,382
<i>D. Falling, rolling and flying objects:</i>				
1. Flying fragments .....	329	112	1	442
2. Cave-ins .....	38	1	8	47
3. Rolling and falling objects .....	2,479	130	42	2,651
4. Moving machinery, etc. ....	86	14	.....	100
5. Handling sharp objects .....	284	13	1	298
6. Against objects .....	247	11	1	259
7. Between objects .....	434	75	.....	509
8. Loading and unloading .....	369	35	3	407
9. Falling piles and stacks .....	71	2	.....	73
10. Rebounding objects .....	54	9	.....	63
11. Slivers .....	190	12	2	204
Totals .....	4,581	414	58	5,053



TABLE 22—Continued

Cause	Temp. Dis.	Perm. Dis.	Death	Totals
<i>E. Tools</i> .....	875	84	1	960
<i>F. Runaways and animals:</i>				
1. Runaways .....	33	2	.....	35
2. Animals .....	106	7	3	116
Totals .....	139	9	3	151
<i>G. Moving trains, vehicles, etc.:</i>				
1. Collisions, derailments, etc. ....	58	3	2	63
2. Run over .....	125	10	2	137
3. Struck by .....	96	7	10	113
4. Coupling .....	50	10	1	61
5. Jammed between and hit by fixed objects ..	151	20	4	175
Totals .....	480	50	19	549
<i>H. Falls of person:</i>				
1. From vehicles or trains .....	242	14	7	263
2. From collapse of support .....	142	7	7	156
3. From elevations .....	366	31	20	417
4. From ladders .....	168	8	.....	176
5. From slipping .....	538	11	1	550
6. From tripping .....	130	3	.....	133
7. From tool slipping .....	41	.....	1	42
8. Into openings, excavations, trenches, etc....	99	2	7	108
9. Into tanks and hot substances .....	31	.....	2	33
10. Into elevator shafts .....	17	1	3	21
11. On stairways .....	58	5	.....	63
12. Against objects or machinery .....	135	9	.....	144
13. Carrying hot substances .....	18	1	.....	19
Totals .....	1,985	92	48	2,125
<i>I. All other causes:</i>				
1. Overexertion .....	220	1	6	227
2. Exposure to elements .....	11	1	1	13
3. Inhalation of gas, fumes, etc. ....	37	2	2	41
4. Immersion in water and drenchings.....	2	.....	18	20
5. Not elsewhere specified .....	37	.....	2	39
Totals .....	307	4	29	340
Grand Totals .....	13,547	2,143	281	15,971

TABLE 23  
BLOOD-POISONING CASES, 1916, SCHEDULE 1

Ascribed to time of injury .....	328
Developed 1 day after injury.....	238
“ 2 days “ .....	152
“ 3 “ “ .....	119
“ 4 “ “ .....	97
“ 5 “ “ .....	56
“ 6 “ “ .....	44
“ 7 “ “ .....	50
“ 8 “ “ .....	28
“ 9 “ “ .....	23
“ 10 “ “ .....	14
“ 11 “ “ .....	20
“ 12 “ “ .....	11
“ 13 “ “ .....	6
“ 14 “ “ .....	8
“ 15 “ “ .....	8
“ 16 “ “ .....	5
“ 17 “ “ .....	3
“ 18 “ “ .....	2
“ 19 “ “ .....	2
“ 20 “ “ .....	4
“ 21 “ “ .....	4
“ 22 “ “ .....	4
“ 23 “ “ .....	2
“ 24 “ “ .....	5
“ 25 “ “ .....	4
“ 27 “ “ .....	1
“ 28 “ “ .....	1
“ 29 “ “ .....	1
“ 30 “ “ .....	1
“ 31 “ “ .....	3
“ 34 “ “ .....	1
“ 40 “ “ .....	1
“ 42 “ “ .....	1
“ 45 “ “ .....	1
“ 47 “ “ .....	1
“ 51 “ “ .....	1
“ 52 “ “ .....	1
“ 60 “ “ .....	1
“ 73 “ “ .....	1
Immobilized joints due to infections .....	35
Amputations due to infections.....	23
Other permanent disabilities due to infections.....	1
Deaths due to infections.....	11
Total cases infections.....	1,323

TABLE 24  
DEATH CASES, 1916, SCHEDULE 1  
Number of Cases

Pension Awards .....	129
Limited Pension Awards .....	14
Lump sums .....	45
Funeral Expenses only. ....	93
Total .....	281

Relationship of dependants	Totally Dependent	Partially Dependent	Resident in Ontario	Not resident in Ontario
Widow .....	135	2	112	25
Child .....	227	11	183	55
Mother .....	5	27	21	11
Father .....	1	39	21	19
Others.....	1	10	9	2
Totals.....	369	89	346	112

Time Between Injury and Death

9	workmen survived 1 day after accident.
5	“ “ 2 days “
3	“ “ 3 “ “
2	“ “ 5 “ “
3	“ “ 6 “ “
1	“ “ 8 “ “
6	“ “ 9 “ “
3	“ “ 10 “ “
2	“ “ 11 “ “
1	“ “ 12 “ “
1	“ “ 13 “ “
1	“ “ 14 “ “
2	“ “ 15 “ “
1	“ “ 16 “ “
1	“ “ 20 “ “
1	“ “ 23 “ “
1	“ “ 24 “ “
1	“ “ 25 “ “
1	“ “ 31 “ “
1	“ “ 35 “ “
1	“ “ 36 “ “
1	“ “ 38 “ “
1	“ “ 39 “ “
1	“ “ 42 “ “
1	“ “ 166 “ “
1	“ “ 192 “ “
1	“ “ 302 “ “
1	“ “ 310 “ “
1	“ “ 326 “ “
1	“ “ 582 “ “



# CHAPTER VI

## ACCIDENTS ON GRINDING WHEELS

### THEIR CAUSES, RESULTS, AND PREVENTION

During the year 1917 careful record was kept of accidents occurring through the use of grinding wheels under four main headings, namely, (1) bursting of wheel, (2) contact with wheel, (3) flying fragments, and (4) all other causes, this last category including flying wheels (not broken) and flying pieces of broken revolving-type dresser.

While it is impossible at this moment to tabulate costs with the extreme degree of accurate refinement as it is later on, owing to the fact that some claims arising out of the calendar year 1917 were, at the end of that year, in assembly or under process of adjustment, and some accidents were not reported, the following tables have for purpose the indication of a burden which, by the exercise of reasonable care and at little cost, could have been reduced to a very small minimum, if not entirely avoided.

Table Showing Number of, Causes, and Cost of Accidents on Abrasive Wheels

Cause	Number of accidents causing				Compensation Costs		
	Temporary Disability		Perma- nentDis- ability	Totals	Temporary Disability	Permanent Disability	Totals
	Non-com- pensatable	Compen- satable					
Bursting of wheels..	3	20	4	27	\$ c. 558 40	\$ c. 3,913 58	\$ c. 4,471 98
Contact with wheels.	88	231	20	339	5,846 63	3,989 11	9,835 74
Flying fragments....	206	83	.....	289	1,953 29	.....	1,953 29
All other causes ....	3	22	.....	25	482 52	.....	482 52
Totals.....	300	356	24	680	8,840 84	7,902 69	16,743 53

Table Showing Number of, Causes, and Cost of Medical Attention of Accidents on Abrasive Wheels

Cause	Non-compensatable		Compensatable		Totals	
	Number	Cost	Number	Cost	Number	Cost
Bursting of wheels .....	3	\$ c. 18 00	8	\$ c. 68 80	11	\$ c. 86 80
Contact with wheels.....	88	419 50	54	599 60	142	1,019 10
Flying fragments .....	206	373 75	31	211 75	237	585 50
All other causes.....	3	11 50	3	9 50	6	21 00
Totals.....	300	822 75	96	889 65	396	1,712 40

This last table deals only with accidents occurring since July 1, 1917, on which date the medical aid provisions of The Workmen's Compensation Act went into force, and does not include those accidents which were rendered first aid attention only, nor is the cost of first aid attention in the tabulated accidents included.

The economic loss from the above tabulated accidents is another angle of viewpoint. The total time loss was 6,317 working days—the equivalent of one man's time for 21.057 years, or, stated differently, the time of 21 men for over a year. In addition 24 men suffered permanent impairment of producing capacity. At a time when the national need for men is pressing closely any suggestion looking towards the conservation of life and limb is not untimely.

A close analysis of the causes of accidents as reported shows that in nearly, if not in all, of cases the accident might have been avoided if a little care, judgment, or understanding had been brought to bear. It seems a safe statement to make that if more stress was laid on the personal factor or on the exercise of care of the appliance or on the knowledge of the operator, grinding wheel accidents could be reduced to an absolute minimum. The largest companies in the United States and Canada manufacturing abrasive wheels state: "Recognizing the lack of appreciation among many users of abrasive wheels, and recognizing this lack of appreciation is responsible for many easily preventable accidents, the abrasive wheel manufacturers appointed a committee to draft a code for safe practices in relation to abrasive wheels." (Safety code for the use and care of abrasive wheels. The Norton Company, Worcester, Mass., and Chippawa, Ontario: page 3.)

Broken wheels are caused by cracked wheels (operation of), wheels operated at too high rim speeds, work caught between rest and wheel, wheel out of true, unbalanced wheels, weakened wheels, too small a spindle, and side grinding on wheel not designed for purpose. A wheel should be properly mounted, and on being mounted should be inspected for cracks and high spots. Two flanges should be attached and these should not be bent or broken and there should be no high spots. The flanges should be given relief of proper diameter and the flanges themselves should be of equal diameters. The wheel should be of proper size for the work to be done, the spindle not too large and the bushing not too small; the bearings should be comfortably loose, and the inner flange should be fixed on the spindle; the bushings should not project beyond the sides of the wheel. The wheel should never be screwed on the taper arbor. Mounting should be done with compressible washers—not too thin, and of proper diameter; nuts should not be too tight. After mounting the wheel should be taken care of. Large objects should not be allowed to fall on it; it should be oiled often, and proper restrictions should be placed upon the use of the wheel. In the operation of the wheel it should never be over-speeded, even with a desire for increased cutting. Wet wheels or heavier wheels or wheels of different shape or lower recommended speed should never be substituted. The wheel should not be allowed to stand in water.

Contact with wheel is caused by catching work between rest and wheel, due to the improper adjustment of rest, improper handling of work, such as side grinding when the rest is not designed for it, and pushing work under the rest, and generally by the lack of prudence and attention in operating.

With flying fragments of emery or material the eyes of the operator naturally suffer, for usually the driving power of the fragments is not sufficient to penetrate through clothing or even through the skin of exposed portions of the body. The eyes are peculiarly susceptible to serious injury from flying fragments whose presence would hardly be noticed if they struck other parts of the body. Even if



particles are immediately extracted following injury, a minute cut may result and constant repetition may cause a conglomeration of corneal scars sufficient in time to cause serious impairment of eyesight. Furthermore, there is a strong probability of minor injuries to the eyes becoming serious through irritation, inflammation and ulceration.

Notwithstanding hood or flange devices to counteract possible breaking of wheels, the grinding surface must be exposed, and even with heavy suction exhausters and proper chip guards it becomes impossible to prevent flying sparks. Although manufacturers of abrasive wheels have gone perhaps farther than manufacturers of other machines towards the incorporation of safety devices, there is but one known way to prevent eye injuries from flying fragments, and that is the wearing of goggles by operators. This is as much true for chipping, reaming, punching, riveting, stone cutting, etc., operations as it is for processes involving grinding.

Unfortunately many workmen who are among the most enthusiastic supporters of reducing machine hazards very often positively refuse to wear goggles or "blindners" as they term them. This may come from ignorance, carelessness, prejudice, or a genuine fear. Indeed, sometimes it may be quite justifiable, for a great many marketed goggles are in themselves dangerous, and many instances have been reported in the general literature of industrial accident data in which the goggle itself has been the cause of the seriousness of the injury. Every employer owes it to himself, to his employees, and to the community at large, to provide proper goggles and then to insist that they be worn.

Proper goggles must have at least four qualifications—clearness of vision and accurate lens surfaces, proper ventilation, a mounting which can be adjusted to the individual, and finally a glass that will yield if broken, without setting up particles of flying glass. A test used by a large American firm is to place a pair of goggles on a piece of white pine so that the frame of the goggle is given proper bearing on the rubber and cloth composition strips without permitting the lens itself to rest on the support or to receive "backing," and then without initial momentum to allow a hardened steel ball of 16 grams weight and  $\frac{5}{8}$  in. diameter to drop from a height of 21 inches fifteen times to the centre of the lens. One dozen out of each gross of goggles is so tested and three out of the dozen must stand the test without breaking or cracking and none must break so that the glass will fly from the inside surface of the lens.

After proper goggles have been selected it becomes necessary to see that every employee subject to abrasive wheel hazards shall wear them. If employees go only occasionally to sharpen tools, this work should be delegated to one or more individuals who should be protected. The indiscriminate use of goggles by more than one employee should not be tolerated. First, the various employees will not adjust the goggles to their individual needs so as to afford complete protection. Second, one man will mislay them and the other will proceed without them. Third, it has been demonstrated that syphilis, trachoma, iritis, conjunctivitis, etc., may be transmitted through infection by the promiscuous use of goggles especially if they are not sterilized quite often.

One quite frequent excuse given by workmen is that the glasses cause eye strain. If the goggles are fitted with optical glass ground neutral, eye strain is caused by a defect in the vision of the operator and for his own sake he should be advised to consult an oculist. Another reason urged is that glasses will fog with perspiration, steam or moisture. Anti-sweat pencils should be provided. Another



common excuse is that glasses hamper vision; if the grinding wheels are not in good light, a drop lamp with a covering and reflecting shade should be provided. Again glasses are said to be too hot for comfort. In grinding processes, light glass with side coverings of a porous material are sufficiently resistant. Almost every excuse offered can be met in a common sense way and the insistency of the employer should meet the obstinancy of the employee.

One of the most obtrusive and pernicious persons in the shop, and each shop seems to contain one or more, is the "eye-butcher" with his dirty fingers, his sharpened match or much used tooth pick, pocket knife, shop magnet and germ laden handkerchief, who volunteers first aid assistance in removing foreign substances from the eyes. He is to be avoided as the eye is much too delicate an organism to permit amateurish experiments.

Flying unbroken wheels are caused by the wheel being so mounted that the nut works loose, due in the first instance to the spindle being cross threaded or threaded in the wrong direction, or to the twisting of the belt so that the machine runs opposite to the initial direction or the motor is reversed or the spindle turned end to end. Flying pieces of broken revolving type of dresser are caused by lack of guard on the dresser. One of the best "safety" dressers is one equipped with both roughing and Huntington removable cutters, with a hood over the cutter which throws the dust and grit down instead of up.

The liability to injury of the fellow workmen of the operators of grinding wheels is overcome by the use of an iron frame filled with a very fine mesh screen mounted to the bench or floor by heavy flanged bases, but with an upright of iron pipe with swivelled action so as to permit turning of screen after mounting.

## CHAPTER VII

### THE PULP AND PAPER INDUSTRY UNDER THE WORKMEN'S COMPENSATION ACT

For the years 1915, 1916 and 1917 Class 2 of Schedule 1 was comprised of firms engaged in: (1) Pulp Lumbering, not as a business, but wholly incidental to operations within this class; (2) Pulp and Paper manufacturing, working from the wood and producing paper, pulp, fibre board, fibre products and strawboard; (3) Paper manufacturing, starting with but not manufacturing pulp.

The following figures of production and consumption of pulp wood and the production of pulp in Ontario for the years 1914, 1915 and 1916, (figures for 1917 not being yet available) as supplied by the Forestry Branch, Department of the Interior, Canada, include those for all wood produced and not only that coming under Class 2:

—	1914	1915	1916
Pulp wood produced, cords.....	587,494	682,866	787,357
Value thereof .....	\$4,020,510	\$5,063,618	\$5,931,450
Pulp wood consumed, cords .....	447,751	480,627	637,612
Value thereof .....	\$3,172,235	\$3,806,804	\$5,016,425
Pulp produced, tons.....	325,233	364,226	473,014

The total pay roll upon which assessment has been made for the years 1915, 1916, and 1917, together with the rates charged as under the Workmen's Compensation Act, appears in the table immediately subjoined.

Industry	1915		1916		1917	
	Pay Roll	Rate	Pay Roll	Rate	Pay Roll	Rate
Pulp lumbering.....	\$ 563,779 92 c.	2.00	\$ 921,547 25 c.	1.80	\$ 1,906,560 61 c.	.90
Pulp and Paper Mills	2,711,807 27	1.40	3,768,444.13	1.50	6,259,644 14	1.20
Paper Mills.....	320,259 60	1.20	499,539 46	1.00	504,600 64	.80
Totals.....	3,595,846 79	.....	5,189,530 84	.....	8,670,805 39	.....

The collections and costs under the Act for the three years have been as follows:

Receipts account year 1915 (net).....	\$38,467 10	
Expenditures account year 1915 (net).....	28,498 91	
Balance .....		\$9,968 19
Receipts account year 1916 (net) .....	\$80,050 58	
Expenditures account year 1916 (net).....	81,848 72	
Balance.....		—\$1,798 14
*Receipts account year 1917 .....	\$111,197 26	
*Expenditures account year 1917 ....	102,419 17	
Balance .....		\$8,778 09
*Total Balance.....		\$16,948 14
*Actual and estimated.		

To the end of 1917, 1,713 claims were compensated, divided:

—	Temporary Disability	Permanent Disability	Death	Totals
Accidents finally disposed of in 1915.....	288	28	8	324
“ “ “ “ 1916.....	532	61	15	608
“ “ “ “ 1917.....	561	26	17	604
“ partially “ “ 1917.....	46	.....	1	47
Accidents in which Medical Aid only was paid, 1917.....	130	.....	.....	130
*Totals.....	1,557	115	41	1,713

\*Does not include all accidents occurring in the calendar year 1917, on account of some claims being in adjustment and assembly and some accidents not reported at the end of the year.

Since the Act has come into force (January 1, 1915) there have been forty-four establishments operating in Class 2, divided according to locality, as follows:

County	Pulp Lumbering	Pulp and Paper Mills	Paper Mills	Coated Paper	Totals
Algoma.....	1	1	.....	.....	2
Carleton.....	.....	2	.....	.....	2
Halton.....	.....	1	.....	1	2
Hastings.....	.....	1	2	.....	3
Lennox and Addington.....	.....	.....	2	.....	2
Lincoln.....	.....	1	4	.....	5
Nipissing.....	1	1	.....	.....	2
Northumberland.....	.....	2	.....	.....	2
Prescott.....	.....	1	.....	.....	1
Rainy River.....	1	2	.....	.....	3
Simcoe.....	.....	1	.....	.....	1
Stormont.....	.....	1	1	.....	2
Sudbury.....	1	1	.....	.....	2
Temiskaming.....	2	2	.....	.....	4
Thunder Bay.....	.....	1	.....	.....	1
Welland.....	.....	6	1	.....	7
Wentworth.....	.....	.....	2	.....	2
York.....	.....	.....	1	.....	1
Totals.....	6	24	13	1	44

These 44 establishments have been operated by 37 firms: pulp lumbering, 1; pulp and paper mills, 21; paper mills, 14; and coated paper, 1. (Note.—One firm classed as pulp and paper mill manufactured pulp only in 1917.)



Pulp lumbering does not materially differ from the logging of other woods. Gangs are sent into the bush to cut the timber. These gangs locate in camps, generally situated upon limits owned by the operating companies. Roads are cut through the bush to permit hauling. The trees are felled and trimmed and are then cut into lengths of four, eight or sixteen feet, these lengths being brought ("swamped") out to the roads where they are piled ("skidded"). The branch roads lead into one or more main roads ("main haul") which terminate at the high bank ("dump") of rivers or lakes or at the railroad right-of-way. If the terminus is water the logs are piled parallel to the river and when the spring "break-up" comes are rolled into the water. If this "watering" is into a river the wood is floated ("run") down the river to the mill or to the mouth where it is towed in booms to the mills or by means of an elevator, an endless spike studded belt, is loaded into vessels. If the haul is by rail the logs are loaded on flat cars or in box cars and are carried to the mill yard and unloaded. In order to save haulage costs by rail, and by water in the case of foreign shipments, the bark is taken off ("rossed") by rossing machines located at the log dump or on the railway right-of-way. In Ontario this rossing is generally done by custom operators, although one company maintains a plant of its own.

The kinds of wood used in making pulp, together with the kind of pulp produced, are shown below:

Pulp Produced.	Wood Used.
Mechanical (Ground) .....	Red spruce ( <i>Picea rubia</i> )—a little.
(Wood) .....	Black spruce ( <i>Picea mariana</i> )—a little.
	White spruce ( <i>Picea canadensis</i> )—chiefly.
	Hemlock ( <i>Tsuga canadensis</i> )—some.
	Balsam fir ( <i>Abies balsamea</i> )—considerable.
	Aspen ( <i>Populus tremuloides</i> )—some.
	Cottonwood ( <i>Populus monitifera</i> )—probably.
	Balsam poplar ( <i>Populus balsamea</i> )—a little.
	Large toothed aspen ( <i>Populus grandentatia</i> )—probably.
Chemical: Sulphite .....	Spruce, balsam and hemlock.
Sulphate .....	Spruce.
	Jack pine ( <i>Pinus Banksiana</i> )—chiefly.
Soda .....	Poplars—chiefly.
Straw .....	Macerated straw.

The total quantities of wood used in Ontario in 1916, as shown by the Forestry Branch, were:

	Cords
Spruce .....	528,165
Balsam fir .....	77,121
Hemlock .....	15,520
Jack pine .....	15,102
Poplar .....	1,704

The consumption of kind of wood by kind of pulp produced follows (data as above, Forestry Branch):

Kind of wood	Ground wood	Sulphite	Sulphate	Soda
Spruce (cords) .....	266,177	256,954	5,034	.....
Balsam fir .....	32,115	45,006	.....	.....
Hemlock.....	8,420	7,100	.....	.....
Jack pine.....	.....	.....	15,102	.....
Poplar .....	1,704	.....	.....	*
Totals.....	308,416	309,060	20,136	*

\*One small plant produces soda pulp, but figures are not available.

Pulpwood, after arrival at the mill, is sent across slasher saws, which generally operate in gangs, by means of self-acting inclined planes. The wood is cut into lengths of about two feet and is then carried along by a conveyor (chain or water run) to the block pile where immense quantities (up to 100,000 cords and more) are stacked. In some cases the conveyor (chain) is over the pile and the wood drops at the stop to the pile below; other firms use stackers, which are mechanical contrivances with conveyor booms, to hoist the wood from a conveyor running near the surface of the ground to the top of the pile. The block piles contain the season's supply, being storage piles. In the winter it is often necessary to blast the block piles so as to loosen the ice-held blocks, although in one instance at least a dragging anchor has been used with success.

The blocks are carried into the mill on chain conveyors running from the block pile to water pits, where they are passed along by men with pike-poles to the barkers. Barkers in Ontario are of three types: Green Bay, disc and drum. In the Green Bay type the blocks are fed by a chain conveyor into a metal gullet where a spike-studded hammer head crowds the block against the side of the trough, rotates the block and tears the bark from it. With the disc barker the block is brought in contact with a rapidly revolving vertical disc set with knives at an angle which shred off the bark and a proportion of wood, the block meanwhile being rotated by a studded belt. The drum barker is a huge hollow drum, about eight feet in diameter, made of alternate strips of channel and angle iron, with space between each strip, riveted to round supporting frames. The wood is placed in the drum which is slowly rotated and the projecting side of the angle iron knocks the bark off, the bark falling through the open strips into pits beneath. In all forms of barking, imperfections of wood, decayed portions, knots, etc., are removed by a power splitter, which is an iron wedge moving rapidly up and down and a base block of hardwood to hold the stick.

In the manufacture of all kinds of pulp the wood is barked, although in the manufacture of "boards" unbarked wood has been experimented with but with more or less unsuccessful results. In the manufacture of ground wood (mechanical) pulp, after barking the blocks are fed into grinders. The grinders are flat stones with burred surfaces, set upon a shaft and operated by direct drive, up to a speed of 250 r.p.m., the pressure being up to 100 pounds a square inch. The stones are enclosed in a steel case with pocket openings for feed, doors being hung over the pockets. The wood when in the pockets is forced side-on to the stones. The idea is to shred the wood, not cut it, and upon the relative speed and pressures depends for a large part the quality of the pulp. Some of the grinders are equipped with pressure gauges and relief valves to ensure constant pressure. During grinding a constant stream of water is played upon the stones so as to prevent friction burning of the wood.

After grinding, the pulp, which, owing to the water in the grinders, is in liquid, is directed upon screens ("the separator") which are mechanically agitated and separate the coarse fibres which go as No. 2 stock for fibre board fillers or boards (wrappers) or are reground. The extractors operated in conjunction with the separator are for the purpose of extracting the water and are generally comprised of three screens, one round, coarse (4 mesh), one square, medium (34 mesh) and one square, fine (60 mesh), this latter retaining all the stock. By means of a centrifugal pump the pulp is pumped to storage tanks ("stock-chests") later to be used in the paper mill. If the pulp is for transportation it is pumped from the screens to presses, revolving drums covered with fine mesh wire, in which the water



is squeezed out and the pulp retained. The pulp is built up in layers and cut off in pieces ("lap") which are folded. The lap contains about equal weights of pulp and water.

In the sulphite process the blocks from the barker go into the chipper, where they are cut into small chips (about 1 in. x 1 in. x  $\frac{1}{4}$  in.). The chips go through a screen, the large chips and slivers being held on a conveyor leading to a rechipper. The chip screening is into a conveyor which afterwards becomes a chip elevator, leading to the chip loft. In the chip loft the chips are dumped into the "digesters," immense steel tanks lined with concrete. When the digesters are filled sulphurous acid is pumped in and the whole allowed to cook, steam being pumped in, for from four to twelve hours at a temperature of about 117 degrees Centigrade. Relief is given at the top as the bottom cooks so as to allow suction, the pressure being from 15 to 75 pounds. After cooking, and this is a very important process requiring special knowledge and skill, the contents of the digesters are blown by pressure into concrete soak pits where the acid liquor is washed out by water. After soaking for about four hours the pits are drained off and water is added. The pulp now goes to screens where long fibres are separated. The stock is drained, sent on felt rolls through suction driers, then through rolls to the driers where there is forty pounds pressure under steam and finally to a press where the finished product emerges, or to cutters, if sheets are desired. The laps are placed in a hydraulic press and are compressed into bales. If for immediate use the pulp after screening is passed into stock chests.

The making of the cooking liquid is an important feature as the quality of the pulp mainly depends upon correct chemical proportions. Sulphur is burned in specially designed retort furnaces, the sulphur combining with oxygen to form sulphurous oxide. This gas is then passed to a tower filled with limestone (dolomite) over which water is trickling, or through tanks containing lime in solution in water. The result is calcium bisulphite and free sulphurous acid which attacks the ligno-cellulose of the wood. In sulphite cooking the waste is about 50 per cent. of the wood, the theoretical loss being about 40 per cent., 10 per cent. being lost by dissolution in cooking.

In the manufacture of kraft (sulphate) pulp, the process is much the same, soda sulphate being substituted for the calcium bisulphite in cooking.

In the soda process the wood is chipped and cooked with a solution of caustic soda. After cooking the pulp is discharged into iron tanks and is thoroughly washed to remove the freed organic matter as well as the alkali.

Fibre board and fibre products are made chiefly from screen tailings—the ordinary waste—in much the same way as pulp. The filler is of coarsest material while the coating is of finer grade.

Sulphite is heavier, tougher and of longer fibre than ground wood, and from it is made the heavy papers such as butchers' manilla; sulphate is much the same as sulphite only darker, due to the use of jack pine and hemlock, and is used only for dark and heavy wrapping papers. Ground wood combined in varying proportions with sulphite is used for all the coarser light papers such as newsprint, which is roughly 85 per cent. ground wood and 15 per cent. sulphite. Soda pulp is soft, of short fibre and of less tensile strength than ground wood, being used for fine grade book and writing paper, either alone or with ground wood.

Paper is made either from rags or pulp. For rag paper, rags are threshed, picked, sorted and cut into small pieces, and are then boiled from 12 to 18 hours under steam pressure in a weak solution of milk of lime, contained in revolving



boilers. They are washed and bleached with some compound of chlorine and are then ready for the beater from whence they go into and through the paper machine in identical manner with pulp.

Pulp is drawn from the stock chests to or placed into (if lap) the beater, which is an oval-shaped tub in which revolves a horizontal roll with steel blades on the surface, running parallel to the shaft. As the roll operates the fibres of the pulp are brushed out against a bed plate of steel. Filler (clay or other mineral), alum, size, resin in a saponified form and colouring matter (aniline or mineral) is added in the beater. The purpose of the filler is to improve the colour, surface and "feel," while the size renders the paper less absorbent and helps to fix the filler, thus increasing strength. Alum is added as a mordant to set the colour and to free the resin in the size and deposit it. From the beater the pulp goes to a refiner ("Jordan engine") where the beating is supplemented. Next the stock is screened and then pumped upon the paper machine in dilute form so it is in all respects an absolute liquid. This paper machine, the Fourdrinier, consists of head box, apron, screen, felts, presses, dryers, calender rolls, slitters and winders. The head box is the receptacle of the pulp coming from the Jordan engine, while the apron is the part connecting the head box to the screen. The pulp flows over the apron to the screen which is an endless wire cloth moving forward continuously but with a side shake, over suction boxes controlled by exhaust pumps. The water is drained out and the pulp is deposited on the felts, woollen cloth strips which convey the pulp to the presses, of which there are two or three, which have for purpose the extraction of water. The presses are large rolls in pairs, the paper pulp supported by endless felts passing between them. After a short gap, across which the paper carries itself, it enters the dryers, cast iron cylinders, 18 to 30 in number, heated by steam. The paper is threaded along them passing partially over each cylinder and conveyed by endless canvasses, termed "dryer felts." A series of chilled steel rolls, the calenders iron out the paper, which goes in at the top of the stack and comes out at the bottom to the reel. The slitter trims the deckle edges and the winder rolls the paper on cores. These rolls are then trucked to a weighing room and are covered with board wrappers, weighed and shipped. If the paper is sheet paper, after winding the rolls are taken to a finishing room where a cutter turns them into sheets, which are counted and bundled.

The use of the calender is to surface the paper, the amount of pressure regulating the surface. Super calenders or repeated calenderings are required for fine finish papers. Coating is done by passing the paper from the dryer rolls to a coater where brushes spread china clay on one or both sides; the paper then goes on through the calender.

Dealing with the accident experience in order to show the relative hazards of various operations and in order to preserve true proportions, it is absolutely necessary that such time units be selected that practically all accidents occurring during those periods have been finally disposed of by The Workmen's Compensation Board, claims paid being taken. For this reason, the half year only has been taken for 1917. Following is a table showing the number of claims finally disposed of by the Board, the year given being that in which the accident occurred. The prime cause has been taken in each case.

Number of Claims

Cause	1915				1916				1917 (to June 30)			
	Temporary Disability	Permanent Disability	Death	Totals	Temporary Disability	Permanent Disability	Death	Totals	Temporary Disability	Permanent Disability	Death	Totals
A. Prime Movers—												
Steam Engines.....	1			1					1			1
Shafts .....	2		1	3	6		3	9				
Shaft collars and couplings .....					1			1				
Set screws, keys and bolts.....	1			1	1	1		2				
Belts and pulleys .....	7	1		8	19	3	2	24	6		1	7
Chains and sprockets.....	1	2		3					1			1
Ropes, cables and drums.....	1			1					1			1
Cogs, cams, gears & friction wheels	5			5	3	3		6	4			4
Totals.....	18	3	1	22	30	7	5	42	13		1	14
B. General machinery—												
Pumps .....									1	1	1	3
Fans, blowers & automatic stokers					3			3	1			1
Totals .....					3			3	2	1	1	4
C. Pulp and paper machines—												
Planer, buzz .....									1			1
Planer, type not specified .....		1		1	1	1		2	1	1		2
Saw, circular.....										1		1
“ circular rip .....	6	2		8	4	3		7	1	1		2
“ cross-cut, power.....									1			1
“ cut-off.....									1			1
“ universal bench .....									1			1
Moulder, slat planer.....									1			1
Log carriage .....	1			1								
Barker .....	38	9		47	49	19		68	16			16
Beater .....	1			1	2	1		3	1			1
Chipper .....	2			2	2			2	2			2
Grinder .....	8			8	7	1		8	11			11
Slitter .....					5	2		7	2			2
Couch rolls .....	2			2								
Dryer rolls .....									4	1		5
Calender rolls .....	10	3		13	21	7		28	18			18
Doctor .....					1			1				
Rosser .....									2			2
Rolls and winders.....	20	3		23	46	7	1	54	31	2		33
Revolving screen.....	1			1								
Shaker screen .....	1	1		2								
Splitter .....									1			1
Wet machine.....									1			1
Stitcher .....										1		1
Totals.....	90	19		109	138	41	1	180	96	7		103
D. All other machines—												
Drill, radial .....	1			1								
Abrasive wheel, contact with .....	1			1	2			2	1			1
Press, trimming .....						1		1	1			1
Totals.....	2			2	2	1		3	2			2



## Number of Claims—Continued

Cause	1915				1916				1917 (to June 30)			
	Temporary Disability	Permanent Disability	Death	Totals	Temporary Disability	Permanent Disability	Death	Totals	Temporary Disability	Permanent Disability	Death	Totals
E. Hoisting apparatus and conveyors—												
Elevator .....	2	.....	.....	2	6	.....	.....	6	2	.....	.....	2
Construction hoist.....	.....	.....	.....	.....	.....	.....	.....	.....	1	.....	.....	1
Block and tackle .....	3	.....	.....	3	5	.....	.....	5	2	.....	.....	2
Conveyor .....	8	.....	.....	8	10	1	.....	11	4	1	.....	5
Totals.....	13	.....	.....	13	21	1	.....	22	9	1	.....	10
F. Boilers & steam pressure apparatus	5	.....	.....	5	5	1	1	7	4	.....	.....	4
G. Vehicles—												
Struck by cars or engines.....	1	.....	.....	1	1	.....	.....	1	.....	.....	.....	.....
Other causes, cars or engines .....	.....	.....	.....	.....	.....	.....	.....	.....	1	.....	.....	1
Automobiles .....	.....	.....	.....	.....	1	.....	.....	1	.....	.....	.....	.....
Animal drawn vehicles.....	.....	.....	.....	.....	3	.....	.....	3	2	.....	.....	2
Water transportation.....	.....	.....	.....	.....	1	.....	.....	1	.....	.....	.....	.....
Totals.....	1	.....	.....	1	6	.....	.....	6	3	.....	.....	3
H. Dangerous substances—												
Explosions .....	1	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	.....
Electricity .....	3	.....	1	4	4	.....	2	6	2	.....	.....	2
Hot substances and flames .....	7	.....	.....	7	9	.....	.....	9	1	1	.....	2
Corrosive substances .....	.....	.....	.....	.....	1	.....	.....	1	3	.....	.....	3
Totals.....	11	.....	1	12	14	.....	2	16	6	1	.....	7
I. Falls of persons—												
From elevations.....	14	.....	.....	14	15	.....	.....	15	7	1	.....	8
Into excavations .....	7	.....	1	8	4	.....	.....	4	4	.....	.....	4
On level.....	27	.....	.....	27	29	1	.....	30	27	.....	.....	27
From vehicles .....	2	.....	.....	2	2	.....	.....	2	5	.....	.....	5
Carrying hot substances .....	2	.....	.....	2	1	.....	.....	1	.....	.....	.....	.....
From ladders.....	3	.....	.....	3	7	.....	.....	7	1	.....	.....	1
Collapse of support.....	.....	.....	.....	.....	5	1	.....	6	6	.....	.....	6
On stairs and steps .....	2	.....	.....	2	1	.....	.....	1	1	.....	.....	1
From tool slipping .....	1	.....	.....	1	1	.....	.....	1	1	.....	.....	1
Totals.....	58	.....	1	59	65	2	.....	67	52	1	.....	53
J. Stepping on or striking against objects—												
Stepping on objects .....	2	.....	.....	2	5	.....	.....	5	5	.....	.....	5
Striking against objects .....	6	1	.....	7	15	.....	.....	15	7	1	1	9
Totals.....	8	1	.....	9	20	.....	.....	20	12	1	1	14
K. Falling objects—												
Collapse of structure .....	2	.....	.....	2	3	.....	.....	3	1	1	.....	2
From elevations .....	11	1	.....	12	9	.....	1	10	5	.....	1	6
Trees, limbs, etc .....	3	1	.....	4	9	.....	2	11	6	.....	1	7
Totals.....	16	2	.....	18	21	.....	3	24	12	1	2	15



Number of Claims—Concluded

Cause	1915				1916				1917 (to June 30)			
	Temporary Disability	Permanent Disability	Death	Totals	Temporary Disability	Permanent Disability	Death	Total	Temporary Disability	Permanent Disability	Death	Totals
L. Objects being handled—												
Falling, rolling, etc., objects .....	22	3	1	26	145	3	1	149	77	2	....	79
Sharp objects.....	1	....	....	1	....	....	....	....	....	....	....	....
Hand trucks, etc.....	6	....	....	6	12	....	....	12	9	....	....	9
Totals.....	29	3	1	33	157	3	1	161	86	2	....	88
M. Hand tools .....	27	....	....	27	38	1	....	39	29	....	....	29
N. Animals and runaways—												
Animals .....	1	....	....	1	2	....	....	2	....	....	....	....
Runaways .....	2	....	....	2	....	....	....	....	1	....	....	1
Totals.....	3	....	....	3	2	....	....	2	1	....	....	1
O. All other causes—												
Flying fragments .....	1	....	....	1	3	2	....	5	1	....	....	1
Doors, windows, etc.....	4	....	....	4	3	1	....	4	1	....	....	1
Inhalation of gas .....	2	....	....	2	1	....	....	1	....	....	....	....
Immersion in water .....	....	....	4	4	....	....	2	2	....	....	7	7
Cold and frostbite .....	....	....	....	....	3	1	....	4	....	....	....	....
Totals.....	7	....	4	11	10	4	2	16	2	....	7	9
Grand totals .....	288	28	8	324	532	61	15	608	329	15	12	356

The relative proportions of accidents due to the various categories of mechanical and non-mechanical causes, in view of the work of accident prevention in safeguarding machines, is at least of interest.

Cause Group		Per Cent. of all Accidents		
		1915	1916	1917
Prime Movers .....		06.79	06.91	03.93
General Machinery .....		00.00	00.49	01.12
Pulp and Paper Machines .....		33.64	29.60	28.93
All other Machines .....		00.62	00.49	00.56
Hoisting Apparatus and Conveyors .....		04.01	03.62	02.81
Boilers and Steam Pressure Apparatus .....		01.54	01.15	01.12
Totals—Mechanical .....		46.60	42.26	38.47
Vehicles .....		00.31	00.99	00.84
Dangerous Substances .....		03.70	02.63	01.97
Falls of Persons .....		18.21	11.02	14.89
Stepping on or Striking against Objects .....		02.78	03.29	04.03
Falling Objects .....		05.56	03.94	04.21
Objects being Handled .....		10.19	26.48	24.72
Hand Tools .....		08.33	06.41	08.15
Animals and Runaways .....		00.93	00.33	00.28
All Other Causes .....		03.40	02.63	02.53
Totals—Non-mechanical .....		53.41	57.72	61.62

In order accurately to compare the frequency and severity of accidents, that is whether accidents have been more or less frequent with more or less serious results, it becomes necessary to erect certain standards of comparison. For example, the statement that 324 accidents occurred in 1915, of which 28 were permanent disabilities and 8 deaths, and that 608 occurred in 1916, of which 61 were permanent disabilities and 15 deaths, does not signify necessarily that the hazards to which the individual workman was exposed were any greater in 1916 than they were in 1915. Before any comparison whatever can be made it is necessary to relate the number of accidents and their severity to the number of men employed. These bases must be defined.

(a) Number of men employed is taken to mean the number of men employed one full year, the information being taken from the employers' answers on pay roll form, and carefully checked by a division of the total pay roll by the average wage of the injured workers.

(b) *Severity.* The number of days lost by reason of the accident according to the accepted formula of the Committee on Statistics and Workmen's Compensation Costs of the International Association of Industrial Accident Boards and Commissions, namely, that in time loss a death or permanent total disability shall be charged at 9,000 days, permanent partial disabilities as fractional parts thereof and temporary disabilities according to the actual time loss.

(c) *Rates.* Frequency rate is the number of accidents for each 100 workers employed one year, while the severity rate is the number of days lost for each man employed one year.

(d) *Time Unit.* The time unit taken is one-quarter of a year. Although this interval in some instances is too short a period, producing greatly fluctuating rates, it is suggested that in general results such unit will best express the comparison.

Follow two tables, the first showing the general data from which rate calculations have been made, the second, the rates themselves.

General Data

Period	Pulp Lumbering			Pulp and Paper Mills			Paper Mills		
	Number of		Time Loss (Days)	Number of		Time Loss (Days)	Number of		Time Loss (Days)
	Workers	Accidents		Workers	Accidents		Workers	Accidents	
1915—First Quarter ...	1,701	4	95	3,617	56	7,687	541	4	70
Second Quarter ...	621	7	18,709	3,993	71	4,688	562	4	176
Third Quarter ...	907	7	9,205	3,994	79	26,943	584	4	211
Fourth Quarter ...	985	8	406	3,671	73	9,564	607	7	484
1916—First Quarter ...	1,743	6	9,315	3,863	129	43,469	812	10	437
Second Quarter ...	777	5	18,080	3,856	116	16,723	976	11	305
Third Quarter ...	971	17	9,505	3,922	124	18,958	1,035	8	121
Fourth Quarter ...	1,872	21	9,687	4,563	147	48,479	1,072	13	1,361
1917—First Quarter ...	3,186	24	635	5,359	153	42,242	995	5	76
Second Quarter ...	2,937	8	45,092	5,813	153	27,263	964	13	405



Rates

	Pulp Lumbering		Pulp&PaperMills		Paper Mills		Class as a Whole	
	Fre-quency	Severity	Fre-quency	Severity	Fre-quency	Severity	Fre-quency	Severity
1915—First Quarter..	00.94	00.23	06.19	08.50	02.96	00.52	04.37	05.36
Second Quarter..	04.51	120.49	07.11	04.70	02.84	01.25	06.24	18.22
Third Quarter..	03.09	40.59	07.91	26.99	02.74	01.45	06.56	26.51
Fourth Quarter..	03.25	01.65	07.95	10.42	04.61	03.19	06.76	07.95
1916—First Quarter..	01.38	21.38	13.34	45.02	04.93	02.15	09.04	33.17
Second Quarter..	02.57	93.08	12.03	17.35	04.51	01.25	09.41	25.04
Third Quarter..	07.00	39.16	12.65	19.33	03.09	00.47	10.05	19.29
Fourth Quarter..	04.49	20.70	12.89	42.49	04.85	05.08	09.64	31.71
1917—First Quarter..	03.01	07.97	11.42	31.54	02.01	00.31	07.63	18.01
Second Quarter..	01.09	61.42	10.53	18.75	05.39	01.68	07.16	29.96

Carrying down the totals for the years by industries the following are the results:

Industry	1915		1916		1917 (half year)	
	Frequency	Severity	Frequency	Severity	Frequency	Severity
Pulp Lumbering.....	02.47	26.95	03.65	34.74	02.09	29.87
Pulp and Paper Mills.....	07.31	12.80	12.74	31.50	10.96	23.10
Paper Mills.....	03.31	01.65	04.31	02.28	03.67	00.98

The data used in the construction of the above rates is of claims finally disposed of by The Workmen's Compensation Board to the end of 1917, on the assumption that all claims occurring prior to July 1, 1917, have been finally disposed of at the end of the year. It is, therefore, necessary to have regard for this qualifying limitation before absolute predication can be made from these rates. The trends of the figures, however, are interesting. It would seem as if the high peak of accidents, both as to frequency and severity, was reached in the third quarter of 1916, since which time there has been a considerable reduction; if such reduction has continued from the middle of 1917, subsequent figures will disclose.

Accidents due to mechanical causes have steadily been reduced, indicating that the machine safeguarding has been of value. On the other hand accidents due to non-mechanical causes have been increasing—due no doubt to labour dilution and labour turnover. The influx of alien labour has shown itself in this as in other industries and, together with the speeding up process has left its mark in the accident experience. To offset this influence, machine guarding has been successful, for it is possible not only to guard against inherent hazards but against the ignorance and the lack of capability of the worker. Without mechanical guards the full force of the adverse labour situation as exhibited in the tabulation of non-mechanical causes would have been reflected in an increased rate for mechanical causes.



Subjoined is a table showing the allegiance of workers injured together with their linguistic ability, at least as far as English is concerned.

Does the Injured Speak English ?

Allegiance	1915			1916			1917		
	Yes	No	A Little	Yes	No	A Little	Yes	No	A Little
Great Britain.....	177	16	2	372	30	24	213	27	12
Austria.....	16	8	7	20	16	21	9	6	9
Bulgaria.....	.....	5	1	1	4	.....	1	.....	.....
Greece.....	.....	1	.....	1	1	.....	.....	1	2
Italy.....	13	14	10	15	13	16	9	1	8
Roumania.....	.....	1	4	4	2	7	1	1	4
Russia.....	7	10	12	10	14	6	11	1	15
Sweden.....	1	.....	.....	3	.....	.....	1	.....	.....
Turkey.....	.....	.....	.....	2	.....	.....	.....	.....	1
United States.....	16	.....	.....	26	.....	.....	19	.....	.....
Belgium.....	1	.....	.....	.....	.....	.....	.....	.....	.....
Norway.....	1	.....	.....	.....	.....	.....	.....	.....	.....
Serbia.....	.....	1	.....	.....	.....	.....	.....	.....	1
Spain.....	.....	.....	.....	.....	.....	.....	.....	1	.....
Mexico.....	.....	.....	.....	.....	.....	.....	1	.....	.....
Denmark.....	.....	.....	.....	.....	.....	.....	1	.....	.....
Totals.....	232	56	36	454	80	74	266	38	52

## APPENDIX

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### ILLUSTRATIONS OF AWARDS

#### Temporary Disability

W. fell into a tank, injuring his leg. He was disabled from work for  $6\frac{2}{3}$  weeks. He received for this time, in bi-weekly payments, \$12.12 a week (being 55 per cent. of his loss of earnings, which is the basis fixed by the Act for compensation to workmen in all cases). The doctor was paid \$30 for services rendered during the first month's disability.

V., in trying to release a log from the ice, got his thumb badly cut with an axe. He received, in bi-weekly payments, \$8.25 a week for the six weeks during which he was disabled from work. The doctor was paid \$9.50 for surgical attention.

F. had his right hand and arm crushed between rollers so that he was temporarily disabled for  $10\frac{1}{2}$  weeks. He received \$10.40 a week, paid bi-weekly, for this period, and \$54.50 was paid for the doctor and hospital bills during the first month's disability.

L., a machinist, had the palm of his hand cut when a wrench slipped. He was disabled for  $2\frac{6}{7}$  weeks, for which he received \$21.15 a week, and the doctor's bill of \$17 was paid.

B. fractured his leg while loading ties in a box car, disabling him from work for  $17\frac{1}{3}$  weeks. He was paid \$14.77 a week in bi-weekly payments, amounting to \$256.01, and the surgical and hospital bills for the first month's disability, amounting to \$152, were paid by the Board.

G. received an electric shock causing a fall which disabled him for  $9\frac{1}{2}$  weeks. He received \$11.20 a week, paid bi-weekly, for the period of disability, and one month's medical aid amounting to \$93.50 was paid by the Board.

G., a mill hand, was injured by an explosion in the mill. He was paid \$8.87 a week for the 15 weeks during which he was totally disabled, and \$4.44 a week for the 6 weeks during which he was partially disabled, and \$28 medical aid for the first month's disability was paid by the Board.

#### Medical Aid Only

While cutting off a stock on a swing saw W.'s hand slipped and came in contact with a pulley. The back of his hand was badly cut, necessitating several stitches and a number of dressings. He lost no time, but for doctor's services the Board paid \$6.50.

W. was putting two bars of steel in hack saws when they rolled together and crushed his thumb. He did not stop work but surgical attention was required for some time, for which the Board paid \$12.

H., while attempting to move a large piece of ore that had lodged in the chute, received a scalp wound and bruises on his shoulder. He lost only 2 days. No compensation was paid, but the Board paid \$3.00 to the doctor.

### Permanent Partial Disability Only

S. is a millwright. While repairing a counter shaft his right index finger was caught between the cone and bar and badly crushed and bruised. He was not off work long enough to entitle him to compensation for temporary total disability, but the finger when healed was stiff, and for permanent partial disability the Board awarded him \$150.

D., a foreman, was hauling coke on a trestle, when the cable slipped and struck him on the left hand lacerating and breaking several fingers. He returned to work next day and was therefore not entitled to compensation for temporary total disability. Surgical treatment and dressings were necessary for the injured hand for a considerable time, and for these services the Board paid \$20. When the injuries had healed the fingers were found to be stiff and the hand weakened. For this permanent impairment the Board awarded \$250.

### Temporary Total and Permanent Partial Disability

S. got his left index finger caught in a press and it had to be amputated at the second joint. He was paid \$8.33 a week for  $5\frac{1}{3}$  weeks, while his finger was healing, and was awarded \$175 for the permanent injury sustained. The Board paid \$17 for services rendered by the doctors.

G. was trimming forgings in press. While taking one out the punch came down and crushed the end of his right middle finger so that it had to be amputated at the distal joint. He received \$6.68 a week for  $5\frac{2}{3}$  weeks and \$50 for the permanent injury to his finger. Twenty-four dollars and fifty cents was paid to the doctor and hospital for medical aid.

W. got his right thumb caught under a punch, necessitating amputation at the distal joint. He was paid \$10.70 a week for  $6\frac{1}{2}$  weeks while the wound was healing, and was awarded \$375 for the permanent injury.

C., in attempting to adjust a guard on a buzz planer without stopping the machine, got his hand in the knives losing his 3rd and 4th fingers and half of the 2nd finger. He was paid \$7.52 a week for the eight weeks he was totally disabled, and was awarded a lump sum of \$550 for permanent partial disability. The doctor was paid \$46.50.

R. had his wrist injured by a shell falling upon it, resulting in paralysis and loss of the use of his hand. He received \$15.36 a week for 16 weeks' temporary total disability, and was awarded \$130 cash and a pension of \$18 a month for life. (Taking the present value of the pension the total amount of compensation is \$3,464.06.) One month's medical aid, amounting to \$100, was paid.

P., an iron worker, by reason of a plank of the scaffold tipping, fell 40 feet, suffering very severe injuries, including fracture of the arm and dislocation of the shoulder. He was laid up  $42\frac{1}{3}$  weeks, for which he received, in bi-weekly payments, \$21.15 a week, amounting in all to \$894.24. His permanent impairment consisted of the crippling of the arm, estimated as a loss of  $\frac{4}{5}$  of its usefulness, and preventing him from following his trade. For this he was paid a lump sum of \$500 to assist him to settle with his wife and three children upon a small farm, and was awarded a pension of \$28 a month for life.

B., a boy of 16, lost his right thumb and had the palm of his hand injured by getting his hand caught in a chain. He was paid bi-weekly \$7.43 a week for 13 weeks while his wounds were healing and was awarded a lump sum of \$50 and a pension of \$10 a month for 120 months, if he so long lives; and one month's medical aid amounting to \$101.50 was paid.



H., a boy of 19, while working in an abattoir had his arm crushed and broken. When healed it was found to be stiff. He was paid in bi-weekly payments \$240 while entirely laid up and was awarded \$800 for the permanent impairment of his arm, \$100 of which was paid him in cash, the balance being held at interest until he reaches the age of 21, subject to further advances for school expenses or otherwise as may be shown to be in his best interest.

#### Permanent Total Disability

B., a miner, while drilling struck an unexploded charge causing an explosion which resulted in blindness of both eyes. He was paid \$12.63 a week for 17 weeks, and for the permanent total disability was awarded a lump sum of \$90 and a monthly pension of \$50 for life, and one month's medical aid amounting to \$78.65 was paid by the Board.

W., a railway brakeman, while coupling up the air hose between engine and cars was knocked down and run over by cars switching in on the track. Both legs were mangled and had to be amputated. He was paid in bi-weekly payments \$15.20 a week for 61 weeks, and receives a pension of \$65.85 a month for life.

V., a shell maker, was caught and wound around the shafting, losing his right arm and right leg. He was paid \$424 in bi-weekly payments and has been awarded a monthly pension of \$48.38 for life.

M., a painter, fell from the ladder on which he was working receiving injuries to his back, which permanently disabled him from work. He received in bi-weekly payments \$193 and was awarded a monthly pension of \$46.50 for life.

P., a boy of 16, got his left hand caught in the rolls while putting leather through a wringer and in trying to release it caught his other hand also, both hands being crushed so that they had to be amputated. He was paid \$141.35 in bi-weekly payments while his wounds were healing. One month's doctor's and nursing bills amounting to \$157.75 were paid, and he was awarded a pension of \$31 a month for life.

#### Death Cases

E., who was working in an upper storey of a mill when fire broke out followed by an explosion, was so badly burned that death resulted some days later. Medical, nursing and hospital bills amounting to \$112.85 were paid; \$75 was paid for burial expenses; \$12.46 compensation accrued between the date of accident and death was paid to the widow, and she receives a monthly pension of \$20 for life (subject, in the event of her remarriage, to termination of the pension and payment to her of a lump sum of \$480).

S., a plumber, was run into by a team of runaway horses and fatally hurt. He left a widow and one child under 16. The widow receives \$20 a month for herself, and \$5 a month for the child while under 16. Seventy-five dollars was paid for burial expenses.

P., a lumberman, who was driving logs down a river, fell in and was drowned. His widow receives \$20 a month for herself and \$5 for each of the two children while under 16.

B., a stable foreman, was crushed and trampled upon by a horse, receiving injuries from which he died. He left a widow and four young children. Seventy-five dollars was paid toward burial expenses, and the widow receives \$40 a month, being \$20 for herself and \$5 for each child under 16.

B., a workman, burned his wrist and finger, from which blood poisoning developed, causing his death. He left a widow and five children under 16. The \$17 compensation which accrued between the date he lay off work and the date of death was paid to the widow, \$75 was paid toward burial expenses, and the widow is receiving \$20 a month for herself and \$20 a month for the five children under 16. When two of the children have reached 16 reduction will be made to \$5 a month for each child.

S., a carpenter, fell, receiving injuries which resulted in his death. He left five children, three of whom were under 16 years of age. The Board pays the children's aunt with whom they live \$30 a month for their maintenance and benefit. Seventy-five dollars was paid for burial expenses, and \$66 for medical aid.

L. was working under a bank in a gravel pit when the frozen earth suddenly fell and crushed him. He left five children under 16. The Board pays the children's guardian \$28.60 a month for their maintenance and benefit. This represents the maximum allowance of 55 per cent. of the workman's average earnings which applies to all cases.

R. was knocked down and run over by an engine and killed. His widow received \$20 a month for herself and \$10 a month for the two children under 16, but has since died. The Board now pays to an orphanage society for the children's maintenance \$10 a month for each child, to be continued until they respectively reach the age of 16.

G., aged 19, engaged as electrical switchboard operator, accidentally took hold of a live switch, receiving a shock and burns that totally disabled him for over 16 weeks, finally resulting in his death. Between the accident and death the Board paid him \$12.34 a week, amounting to \$201.50. The Board also paid \$127.57 for hospital maintenance, \$118 for doctor's services and \$114 for special nurses, and \$75 for burial expenses. His mother, who was dependant upon his earnings, was awarded \$700 in cash and a monthly pension of \$15 for life.

J. was accidentally struck by an automobile and killed. An invalid daughter over 16 who survived him and was partially dependant upon his earnings for support was awarded \$10 a month for ten years.

M., an unmarried man, was engaged in taking logs off a skidway when one of the logs fell and crushed him to death. He left no dependants. The Board paid \$75 for burial expenses.

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REPORT  
AND  
SUPPORTING STATEMENTS  
ON  
Medical Education in Ontario

THE HON. MR. JUSTICE HODGINS  
Commissioner

1917

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## REPORT AND SUPPORTING STATEMENTS ON MEDICAL EDUCATION IN ONTARIO

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*To His Honour* SIR JOHN STRATHEARN HENDRIE, K.C.M.G.,

*Lieutenant-Governor of the Province of Ontario.*

MAY IT PLEASE YOUR HONOUR:

I have the honour to report that by your Honour's Commission, bearing date the 29th day of September, 1915, I was directed:

(1) To inquire into and to report upon:

(a) All or any matters relating to education for the practice of medicine in or affecting the Province of Ontario.

(b) The constitution, powers, duties, and regulations of any body corporate or unincorporated, and of any faculty or department thereof having any relation to medicine, the exercise of the same and the revenues and expenditures thereof.

(c) The situation, legal or otherwise, of such bodies in regard to each other or to the Province.

(d) The establishment, creation, control and regulation of any new body intended to have relation to medicine.

(e) The existing or possible methods of examining, licensing or otherwise authorizing the carrying on by individuals of the practice of any methods having any relation to medicine, and the standards prescribed and followed, or proper to be established and followed.

(f) The present positions, status and practice of osteopaths, dentists, nurses, opticians, optometrists, chiropractors, Christian scientists, or others practising or professing medicine.

(g) The existing laws of Ontario in relation to any of the foregoing and their practical operation, and:

(h) Any matter arising out of the foregoing which it is necessary to investigate with a view of the above inquiries; and

(2) To make such recommendations in regard to the above as I might think desirable.

In your Honour's Commission it was declared that the term "Medicine" therein should include any science, plan, method or system with or without the use of drugs or appliances, and whether now deemed to be included therein or not, for diagnosing, prescribing for, preventing, alleviating, treating or curing human disorders, illness, diseases, ailments, pains, wounds, suffering, injury or deformity affecting the human body or any part thereof or its physical condition, or believed or imagined so to do, including midwifery, and any treatment prescribed or advised, whether administered to, operated upon or followed by the patient himself, intended or professing immediately or ultimately to benefit the patient.

I have now the honour to report further that I have prosecuted the inquiries which I was appointed to make under your Honour's Commission, and have com-

pleted the same; and now beg to submit the evidence and statements made and papers put in before me as such Commissioner, together with my conclusions thereon, as well as certain recommendations which seem to follow upon those conclusions.

In doing so, I have divided my report, for the purposes of convenience, into two parts. First, the general report, and, secondly, the supporting statements, referring in greater detail to the matters dealt with in the paragraphs of the general report. In this way it will be possible to obtain a clearer idea of the various subjects dealt with, many of which I have felt obliged, owing to their importance and intricacy, to treat somewhat in detail in the supporting statements.

I have endeavoured, so far as possible, to elicit the opinions of those representing or supporting any of the many divergent views expressed before me, and to get information from every available source. In so doing, I have visited 14 cities, 5 of them more than once, inspected 17 institutions and heard the evidence or opinions of 207 persons, many of them more than once.

I have added a statement, in the form of an appendix, showing the names of those heard, and of the places and institutions visited and inspected in the course of my investigations.

I have also the honour to transmit herewith a number of papers, documents and pamphlets which are not incorporated herein. These contain much interesting and useful information, and are accompanied by a list giving the subjects and authors.

The questions involved in the Commission on Medical Education are interesting and of great practical importance. In dealing with them it is, of course, necessary to get clear ideas of what medical education means and also what it aims at. I have, therefore, felt myself obliged to come to a definite conclusion on this phase, which I have stated elsewhere in this report, adding thereto my reasons.

But, as the various subjects involve in one way or another some definite action or proposed change, I have given this latter aspect the first place.

To deal with these problems as if they were matters of logic or debate, as was done by many that appeared before the Commission, would be to ignore the real existing conditions, and the human and business relations involved.

I have, therefore, endeavoured to consider them all from the point of view of the public—which, by the way, did not interest itself at all actively in the inquiry—and with an appreciation both of the responsibility of the Province for the public health, and its duty, equally important, of allowing the individual citizen reasonable freedom of action. The whole subject seemed also to require a thorough inquiry into the standing, capacity and numbers of those who desired to bring about any radical change, as well as into the educational record and constitution of the bodies advocating or resisting it, and a candid consideration of the results to all of those parties and to the interests of the public of the Province as well.

There are things desirable in themselves which may be bought too dearly. I have, consequently, not sought to arrive at any conclusion without weighing both its intrinsic value and also its probable effect in relation to present conditions.

If I have not succeeded in my diagnosis, nor in the remedies proposed, I can at least say that there are not wanting in the proceedings before me indications that such a result is not unknown among those chiefly interested in the inquiry.

The supporting statements, to which reference has been made, will enable those interested to ascertain both the information which was before me and the sources of it, as well as the arguments made in reference thereto, and also the many reasons and conditions which I have had to deal with, whether presented to me or not.



The evidence shows what sittings were held, and I have mentioned in an appendix to the report the places and institutions visited, and the names and qualifications of those who have in one way or another aided by their testimony or statements the elucidation of the questions arising out of the subject in hand.

Medical education at the present time and for many years back, dating at least from 1865, has been in the hands of the regular medical profession. Since the medical schools were absorbed by the universities, very striking progress has been made in providing educational facilities for students, the resources of the Government having been, as a matter of fact, placed more or less at the disposal of the universities.

Coincident with this, great development has taken place in research and laboratory work, so that at the present time the system of medical education in Ontario is completely in the hands of the universities. The sole and only function of the College of Physicians and Surgeons, which was incorporated in 1869, is, and apparently always has been, that of examining for license to practise medicine in Ontario. Even that function has been considerably reduced by the voluntary acceptance of the university examinations in all except three subjects, viz.: medicine, surgery and obstetrics. In other words, subject to such curriculum as is fixed by the College of Physicians and Surgeons, proficiency in and knowledge of the research and laboratory branches of medicine are determined wholly by the university which educates the student and by the extent of its equipment. It is only in the subjects which form the working knowledge of a physician that the College of Physicians and Surgeons, through its Medical Council, certifies, by its license to practise, the qualification of the medical man.

The practice of medicine has not been defined by the Medical Act, R.S.O. (1914), C. 161. This has caused confusion as to its legal meaning, which has been considered in prosecutions under the Medical Act and by the Court of Appeal of this Province. The result of these may be summed up as follows:—

(1) That practising medicine means any method and means or courses of treatment known to medical science and adopted and used by medical practitioners registered under the Act, or advised or prescribed treatment for disease or illness such as would be advised or prescribed by regular practitioners.

(2) This is subject to a qualification looking to the progressive development of medical science, which, in view of the Court of Appeal, might require this definition to be widened to include other methods and courses of treatment.

The decisions upon cases where persons were prosecuted under the Act for practising medicine are not very helpful, and all illustrate the difficulty, first in defining "Medicine" as a term of art, and then in knowing what new method is within the meaning of the present undefined expression.

Osteopaths were in 1910 held by Morson, Co. Judge, not to be within the Act; but in no other case have any of the so-called irregular schools of medical thought or practice been specifically and by name dealt with.

It may be said, however, that, in view of the opinion of the Court of Appeal, it would be impossible to convict anyone of contravening the Medical Act unless it were shown that the specific method adopted was one used by registered medical practitioners. Therefore, whatever success the latter could have in prosecuting would naturally depend upon how far they were using and adopting methods that they were denouncing as unsound.

This was the state of affairs at the time Sir James Whitney, Prime Minister of Ontario, undertook, in June, 1913, that the Government would investigate the



whole matter of medical education, it being arranged at the same time that no prosecutions were to take place pending the inquiry.

Whatever might be the position of those outside the regular medical profession at the time when Sir James Whitney made this promise, it is not possible after that date to say that any practitioners have established themselves in Ontario in such a manner as to have secured a status or to have been possessed of anything known as a vested right to practice. It is true that the promise of Sir James Whitney did not alter the law, but there was contained in it an indication that matters were to be considered as in solution and were to be determined after the report of a commission which he would appoint, so far as the Legislature approved of its findings. It is, therefore, to my mind not only fair to those who were practising in Ontario outside the regular medical profession to ascertain exactly their numbers, qualifications and nationality, but also necessary in the interests of the inquiry that the numbers of those who came in since Sir James Whitney's announcement should, with the same information, be clearly ascertained.

The education supplied in the Province of Ontario, through the medical faculties of the universities, is broad, thorough and progressive, but it practically excludes those who now seek admission to practice without disability. Their education, however, has necessarily taken place in various states of the American Union, where the standard and length of course and training vary essentially. It is, therefore, not possible to group together all those now asking for a change in the law as one united body whose qualifications and medical attainments can be accurately gauged. Regard must be had to the various institutions of learning from which they came; to the state law under which they have been admitted to examination or license; and to their experience, judged by the date of their graduation, and their opportunity since then of acquiring any further or post-graduate information.

It is important to know their respective numbers, and their scholastic and medical training and attainments.

Following that branch of the inquiry comes the more important one, viz.: Have they made out a case for an alteration of the present law, if it be prohibitive, or for a definite pronouncement from the Legislature that they or any of them must be allowed to practise the healing art without let or hindrance or upon fulfilling some condition?

A satisfactory conclusion on this point can only be arrived at by a consideration of the present position, both here and in the United States and elsewhere, of these individual schools and cults, and by a study of the situations which these schools of medical thought or philosophy, into which those urging the change are divided, now respectively occupy, and their prospects in the future. They flourish most in the various states of the American Union.

Before dealing with this broad question, and with the others which have been presented to me, I desire to put in the forefront of my report a subject which I deem to be of the most pressing character and of great importance to the public not only in this Province but in the Dominion.

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The tremendous results of the war in bringing together in such a continuous stream and in such vast numbers men suffering in muscles, joints and nerves, from wounds and shock, have compelled the profession to rely for the after cure on physical appliances and methods for complete restoration after the primary cure has been effected. The need to re-educate and restore the enormous number of incapacitated

men is so pressing a national problem, and one of such commanding importance that the best minds in the medical world are directed to an immediate solution of the question. What has been done in this direction in France and England is little short of marvelous, and in any scheme of medical education after the war physical therapeutics and physical appliances will have a large and important place.

Dr. L. F. Barker, who succeeded Sir William Osler in the Chair of Medicine at Johns Hopkins University, stated to me that:

"Scientific therapy has, in modern times, through the untiring work of many clinical investigators, reached a high degree of development. A host of curative methods have been devised, and, gradually, the special indications for their application have been worked out. Instead of the purely empirical therapy that preceded it, we now have a more rational science, founded on scientific, critical and experimental biological studies. Modern therapy includes dietotherapy, pharmacotherapy, hydrotherapy, thermotherapy, climatotherapy, massage, gymnastics, electrotherapy, roentgentherapy, radiotherapy, serotherapy, bacteriotherapy, psychotherapy, occupational-therapy and still other forms of therapy in addition to the treatment that can be given by surgeons, orthopædists and trained nurses."

To quote E. Fortescue Fox, M.D., of London, England, Honorary Medical Director of the Red Cross Clinic for the Physical Treatment of Disabled Soldiers, in his recent (1917) book on "Physical Remedies for Disabled Soldiers":

"Physical treatment is the convenient term which denotes the remedial use of these closely related physical forces. It may now claim to be a special department in medicine, not in respect to the organs or diseases treated, but in respect to the remedies employed. The practitioner who at the present time chooses to devote himself to it will have a double reward, not only by making a sensible contribution to the vast problem of the restoration of the wounded soldier, but also by adding something of permanent value to medical science and art."

Canada will need to improvise, as those nations have done, and will also have to incorporate permanently into her educational policy the teaching and practice of this most important branch. This is the more necessary since the adoption by the Province of the Workmen's Compensation Act. The advantages conferred on injured workmen under that legislation, the lessening of the burden on employers, and the physical and mental benefits to the employees would be immeasurably increased if there were provided a means of re-educating men who have been injured so that they might not only recover their health and strength but their adaptability for work. This is one of the object lessons of the medical history of the war, and necessary as it is in justice to the men who have served the Empire in the field, it is equally due to those who, while at work, or in the course of their lives have become incapacitated by accident or disease, that efficient action should be taken to enable them to benefit by its application.

The following statistical results of physical therapy treatment as applied abroad have been published, and may be quoted:

"A total number of 3,348 soldiers suffering from disability of all kinds received a full course of treatment, and were discharged from the hospital within a period of six months. Of this number 2,676 (80 per cent.) were cured, or so greatly ameliorated as to be sent to their depots; 457 were recommended for the auxiliary services, and 215 for discharge from the army."

(Prof. Jean Camas, Director of Physical Treatment for the Military Government of Paris.)

"Figures have also been published with reference to the Anglo-Belgian Hospital at Rouen. Of 2,020 convalescents discharged after a course of physical



treatment, 1,170 (or nearly 58 per cent.) were completely cured and rejoined their depots; 670 (or 33 per cent.) were recommended to the military institute for industrial training; and 180 (or 9 per cent.) to homes for invalids."

("L'Hôpital Belge," DR. ARMAND DELTENRE.)

The same authority quotes some earlier statistics showing the result of physical treatment and training of men disabled by accidents in civil practice. They included many cases of the most serious forms of crippling. The figures cited show that about 80 per cent. of the total number have partly or wholly recovered their power of work. Of this 80 per cent., more than one-half (45 per cent.) were able to earn their livelihood, after a course of training, either in their former occupations or in others better suited to their disability. The remaining 35 per cent. could only work in a fragmentary and occasional way.

Dr. Fox himself remarks:

"This is not the place to set forth the economic results that may be expected to flow from the even partial restoration to active life of so large a percentage of the men crippled from wounds in war. The argument is partly financial and partly economic. As regards the financial aspect of the question, figures have been published in France showing that an average reduction in the mass of physical disability of, say, 20 per cent., which is not an extravagant claim for a properly organized physical clinic, has effected an automatic saving to the state, in the charge for pensions and gratuities, of nearly two millions sterling per annum. On the economic side, the saving of men for the industrial life of the nation may be even more important." (It should be noted that under the French Pension Law the permanent allowance is not fixed until the final treatment has been given and the soldier is discharged.)

Captain Sir Henry Norman, Bt., M.P., in his most valuable report to the War Office in October, 1916, on the Treatment and Training of Disabled Soldiers in France, makes the following statement:

"The French, as already said, include among the 'mutilated,' men suffering from impaired muscular or articular functions. Such injuries they call 'functional wounds,' as distinct from amputations.

"Men thus disabled are sent to a Centre of Physiotherapy, where all the different curative methods included under that general title are practised. These may be shown as follows:—

#### "PHYSIOTHERAPY:

"Mechanotherapy.—Treatment by mechanical appliances. Largely Zander system.

"Thermotherapy.—Treatment by heat, electric light baths, blue light baths.

"Hydrotherapy.—Treatment by water, whirlpool baths, etc.

"Kinesitherapy.—Treatment by movement, re-education in walking, gymnastics, massage.

"Electrotherapy.—Treatment by electricity. Faradic, galvanic, and high frequency currents, and ionic medication.

"Radiumtherapy.—Treatment by radium emanations."

"Striking figures have been furnished me showing these results accomplished. During the month of December, 1915, 411 patients were cured and restored to the ranks, their average incapacity on entering having been 28.11 per cent., and on leaving 0.96 per cent. To base and auxiliary duties 56 were sent, and



22 were recommended for discharge. The capital sum represented by the difference between the pensions which would have been payable by the state to these men if they had not been treated, and the pensions payable to them after treatment—that is, the financial gain to the state—is stated at 2,989,080 francs, say £116,000 from one month's work.

“During the four months ending December 31st, 1915, 1,780 ‘functionally wounded’ men, whose morbid condition had existed for an average period of six months before their treatment, were returned to the military depots, 290 to base duties, and 92 recommended for discharge, at a gain to the state on their pensions and allowances represented by a capital sum of 10,000,000 francs, say £400,000.”

These unexampled results are the more remarkable when it is considered that, to use Sir Henry Norman's language, “It should be clearly realized that the main object of this institution is to restore functionally disabled men to the fighting ranks. When this is impossible, the object is so to improve their condition as to reduce the amount of pension that will be payable to them by the state on account of their incapacity for work. That is, the objects are first military, and second economic.”

Major R. Tait McKenzie, M.D., R.A.M.C.—himself a Canadian and graduate of McGill University—was in command of one of the Command Camps in England established for a similar purpose. He was in command of Heaton Park Camp, and speaks from personal knowledge and observation.

In an address delivered on the 21st of July, 1916, before the Royal Society of Medicine, he said:—

“The cases too tedious for the hospital and convalescent camp are more difficult to provide for and dispose of . . . and it was not until last autumn that the Director General was able to give his attention to these cases that had begun to accumulate in considerable numbers. He arranged a series of Command Depots, commanded by a combatant officer for discipline, with medical officers attached, and to them have been sent all for whom there was some hope of cure or improvement, within a period of six months.

“The objects of these depots were to return every available man to active service by treatment; to return men fit for light service abroad who could replace fit men in light duties on lines of communication; to fill positions requiring light duty at home by men who were unable to do anything more than to release a better man for active service; and to discharge from the army those for whom no treatment could be expected to give further results.”

I had, as Commissioner, the advantage of hearing Major McKenzie personally, and he stated that during the short time he was in command at Heaton Park there were 1,200 men treated by physical therapy sent back to the firing line who would not have gone back otherwise, and that in April, 1917, there were sixteen such camps in operation in Great Britain and Ireland.

In the address from which I have quoted he analyses the results obtained:

“At Heaton Park an analysis of all classified cases sent out up to date shows that out of all men discharged nearly 50 per cent. have been rendered fit for active service, and have rejoined their units in the fighting line; about 15 per cent. have been sent to lines of communication abroad; 15 per cent. have been sent to useful work of a sedentary character at home; and 20 per cent. have been discharged as ‘permanently unfit,’ many of these being untreatable from the first.”

This is a concrete and wholesale example of the immense benefit to be derived from the system adopted in these camps, i.e.: the co-ordinated use of modern methods of physical treatment which have received their impetus from the vast

numbers of men whose condition demanded careful and systematic strengthening by the adaptation of methods hitherto neglected.

Events have thus compelled the medical profession to turn their eyes to the crying need for such methods as will prevent the tremendous economic and social loss of power and movement among those whose care and well-being must, for years to come, be the first care of the nation.

A man with joints or muscles stiffened, contracted or paralyzed is turned out of the surgeon's hands only partly cured. His life's happiness depends upon restored power of motion, and it is the duty of the medical profession, and of the state, in this epidemic of wounds to secure that for him.

I have inspected the equipment in hydrotherapy, electrotherapy and the physical appliances for re-education in the Toronto General Hospital, the Hotel Dieu, and the Royal Victoria Hospital in Montreal; in the University of Pennsylvania, in Philadelphia; in the Johns Hopkins' Hospital, in Baltimore; the Zander room in the Massachusetts Hospital, in Boston; Dr. Benham Snow's very extensive equipment in his establishment in New York; as well as those in the Military Orthopædic Hospital on Davisville Avenue, Toronto, and Dr. Bott's methods and facilities in the Hart House in Toronto. In this latter is seen the germ of what I hope will be extended far and wide, both in the interest of the soldier and the civilian.

To my mind, the institution of these facilities for combined physical treatment, and the effective incorporation into the system of medical education of practical instruction in their use and theory, are the most pressing of the problems connected with medical education which exist to-day; and I have no doubt their importance is being and will be more quickly recognized as the inflow of our incapacitated soldiers increases. Its consideration is forced upon us now by passing events, but it is not a mere temporary expedient, but rather a scientific and rational attempt to give nature a chance to do its own healing work.

There are two different though closely related requirements to be met. One is adequate and up-to-date provision in the larger centres of population for the daily use of these methods of relief and encouragement, not only to the returned soldiers, but to those suffering from the results of industrial and other accidents, as well as to those whose disabilities have hitherto been regarded as chronic. The other is the complete fitting up, in connection with the Physics Departments of the Universities, of rooms with modern equipment in all its branches of this therapy, so that both students and medical men can be instructed not only in theory and practice, but in intelligent research and investigation of the principles of physics underlying them.

The need for this was very fully discussed by Professor J. C. McLennan just before his departure for England. This department would allow and promote development as well in intelligent use as in adaptation and improvement. The first must be provided in the hospitals or in buildings attached to them and specially fitted up, to which the public as well as hospital patients may have ready access. The second lies at the door of the universities, and towards both of these there should be generous public assistance. I have been favoured with a sight of the time-table for the lectures on X-ray and physical therapy which it is proposed to institute in Toronto University and the General Hospital. There will be twelve lectures and thirty clinical demonstrations. This is a step in the right direction, but a very much more extensive and intensive equipment and instruction is needed properly to cope with the subject as it is now opening up.



The equipment and rooms for the administration of physical therapy in the Toronto General Hospital (and, judging from the information supplied, the same would be the case elsewhere) are merely those needed for hospital work where the patient can be at once removed to his ward (pp. 2710-2719). This is a quite necessary part of a proper hospital, but it does not in the least answer the purpose of a properly built and equipped physical therapy institute or building, such as I suggest. In the latter there should be an assembling of all the accessories needed for all physical treatment, and with such spacious, suitable and comfortable operating and rest rooms that the whole surroundings would be convenient and also thoroughly attractive. The contribution made by the appeal of cheerful and airy quarters to the recovery of the sick is being made more evident every day, and in all modern buildings where health is being mended this important factor is predominant.

At the present time the means for physical treatment can only be found in private sanatoria and in some health resorts. In the hospitals there is some, but not enough, provision for combined treatment, and the methods employed are, therefore, restricted.

The suggestion of the "physical clinic" and the reasons given in its support commends themselves thoroughly to me.

It is thus described by a well-known authority: "Various methods have been proposed for getting over this difficulty (i.e., that caused by the imperfect conditions just mentioned). In some other countries it has been found possible in one way or another to make the installations for physical treatment, and the service of an expert hospital staff available for the public at large. The practitioner is invited to make use of the department, and to consult freely with the specialist medical officer in regard to the treatment of his patients. The department becomes in this way a centre of clinical study for all who are interested in either the scientific or practical side of this form of medical treatment. In spite of obvious inconveniences it cannot be denied that much good has resulted from endeavours of this kind to enlarge the scope of hospital practice.

"Now that the wide need for physical remedies is recognized in the British Islands, and also the necessity that they should be applied with skill and precision, it may be considered desirable that a similar development should take place in some of the British hospitals, such of them as are adapted for meeting this special want in the great centres of population. On the other hand, it is possible that, at all events in many localities, new needs will in the long run be best met by new institutions. In any case, it is for the medical profession itself to provide and administer the necessary facilities.

"Apart from the hospitals, at the present time the means for physical treatment are confined to private sanatoria and to the spas and other health resorts. It is true that at some of these a wealth of physical remedies is to be found, but the fact remains that the medical practitioner who wishes to employ a systematic physical treatment must needs recommend his patient to a sanatorium or a health resort.

"This deficiency has been sharply accentuated by the war. It has been found that many thousands of soldiers stand in need of physical treatment which they cannot obtain in the hospitals. It is impossible to send them all to the health resorts, and even these lack the methods and machinery necessary for such large numbers. In many of these cases experience has shown that piecemeal physical treatment is of but little value; that massage alone or electricity alone, or even



these in combination, are insufficient; and that, to obtain the best results, a prolonged course of systematic and combined physical treatment is necessary.

“The object of a physical clinic is to supply that want, to provide for the use of the practitioner all the necessary elements which make up one entity. Disjointed, they are insufficient; united, they have a great and enhanced value. The several physical agencies employed—heat, cold, electricity, radiation, movement—are adjusted and proportioned to the needs of each case. They reinforce and succeed one another in a natural sequence, producing a gradual and cumulative effect.”

It is interesting and encouraging to note what Dr. Fox says in his book of the part taken by the Province of Ontario and the Dominion of Canada in regard to this particular work of recuperation. After quoting the experience of Capt. E. Ryan, C.A.M.C., at the Rockwood Hospital for the Insane at Kingston (now in medical charge of the Unit “D,” Military Hospitals in the Toronto Military District) as to the sedative pool bath, Dr. Fox says:

“At the Ontario Hospital at Orpington we have used these baths in cases of shell shock. Two instances that I may mention will illustrate the work. One case admitted to the hospital deaf and mute was quite depressed. We gave him treatment in the continued bath covering a period of nearly two weeks. The patient recovered hearing and voice, gained in weight and has left the hospital. Another case was admitted with marked excitement; this patient was also deaf and mute, was very irritable and would jump at the lightest touch. He was placed in the continued bath daily, and made a very satisfactory recovery. The patients at Orpington now realize the value of the bath, and take very kindly to the treatment.

“It has also been used in surgical cases for septic wounds. To illustrate; one case, a gunshot wound in the knee, became very septic, abscesses forming freely, dissecting the muscles both above and below the knee. He was placed in the bath when his condition was at the worst, and when there were marked symptoms of constitutional toxæmia. The wounds cleared very satisfactorily, the temperature fell, the patient’s appetite markedly improved, although, unfortunately, we found it necessary on account of severe hemorrhage to amputate the limb.”

In a later part of the book he refers to Canadian work, and says:

“For a striking illustration of combined treatment and training the reader may be referred to the ‘therapeutic work’ carried on in the hospital and workshops of the Canadian Military Hospital at Ramsgate. Captain D. A. Clark, C.A.M.C., has described the methods of the medical service at this hospital, which receives many cases of disablement of great chronicity, some of which have long resisted treatment and passed from hospital to hospital. A series of rooms is equipped with therapeutic apparatus, comprising various forms of electricity, ‘eau courante,’ needle, shower, plunge and Scotch douche baths; and appliances for radiant heat and light. Massage is given under the supervision of the medical officer in charge.

“The educational department comprises workshops and a gymnasium, as well as light duties of various kinds, athletic sports, and indoor recreations. The gymnasium is provided with a complete equipment of mechanical appliances and some original devices for the special education of individual muscle groups. The patient is placed under trained instructors with medical supervision, and enters one or more of the special classes, or undergoes general exercise or Swedish drill. In the light duties he is encouraged to undertake some work suitable to his disability and agreeable to his personal inclinations. He may choose the ordinary hospital light duties, such as clerical work, ward duties, etc., or take a position in

one of the departments of arts and crafts—the machine shop, carpentry, cabinet work, wood-carving, cigarette-making, printing, tailoring, cobblery, saddlery, market or landscape gardening, etc.”

Dr. Clark adds: “Apart from its therapeutic value, the educational department makes the hospital largely dependent on its own supplies. The splints, surgical appliances and a large part of the gymnasium apparatus are constructed by the patients, and the carpentry and cabinet work, electrical and motor repairs, etc., are carried out by them. In this way the patient’s interest is diverted from himself, his aches and pains; he is happier and more contented and his recovery is all the more rapid.”

These extracts indicate that Ontario has early begun to appreciate the opportunities that lie in this direction.

It will no doubt be said by objectors that while to a limited extent electricity, baths, massage, etc., are good, there may be a point beyond which their use degenerates into faddism. I am not competent to decide upon that suggestion. I prefer to abide by results already obtained under the unusual and compelling stress of war. Masses of injured men, if they were not to become permanent cripples, had to be medically treated, and at once. The system of treatment, its reason, scope and limitations, had to be evolved and learned “at the double,” as it were. The novelty is not that these agencies are good, but that their combined and persistent use accomplished what could not be done by any of them singly, and that observation and record of the cures as they proceeded disclosed or suggested to the physician new avenues of healing which had not previously been dreamed of. Indeed, the success obtained has been most gratifying and encouraging, and in some respects startling.

It was to meet the pressing needs of the British and French armies for more men that this therapy was instituted and carried on. And the end to be obtained was to fit these wounded men for the hardest of all lives, i.e., fighting in the front line. So that even under the strain of war, and for its iron purpose, men were restored to their normal condition; and now that it is necessary to study the methods of amelioration for the altered conditions of so many of our soldiers, there is no better answer to be made to those who still prefer to criticize and stand still than to recall Sir Arbuthnot Lane’s remark that the bonesetter has profited by the inexperience of the profession, and by the tendency which exists among its members of “adhering blindly to those creeds whose only claim to consideration is their antiquity.”

I believe there is truth in the statement of Dr. Dickson made before me that while many prominent physicians and surgeons and many hospitals admit that physical methods are of value, very few appreciate the full extent of their usefulness, and the bulk of the profession know nothing whatever about them, nor how to employ them properly.

This state of affairs he attributes to the failure of the medical colleges to instruct their pupils in this branch of therapeutics. It must, however, be admitted that their extensive use has been prevented by the want of complete combined installation. Ontario is far behind in any system of grouping and using these remedies. I quote some of the opinions given before me by those who know conditions here.

Dr. Edmund E. King, President of the College of Physicians and Surgeons, referring to the education of students on this subject, said to me:



"As far as we are able to find out, they are given just clinics; they are not trained in these matters; there is no professor or associate professor designated to teach so many hours in the session, and, therefore, we would respectfully ask that the Commissioner should order, or that it should be advised, that these courses be taken up. I asked Dr. Hart—who took this matter up in 1909 and 1910 with the Council—if he would come here to-day and present these views, should you desire to hear them, and he is now present. He had urged this matter upon the different universities, but they had found difficulty in securing suitably trained men to teach these different subjects."

Dr. J. S. Hart says:

"The growing importance of this department of therapeutics has been forcing itself more and more upon the university representatives and upon the universities themselves, so that I should imagine that with the advance of these sciences themselves and the pressure of public opinion, combined with the pressure of some who regard the matter as important, these departments of therapeutics will soon occupy the place they deserve."

Surgeon-Colonel I. H. Cameron:

Q.—Has it got far enough to suggest to the authorities the necessity of making it part of the regular medical course?

A.—I think they are impressed with the idea, but there is no chance of carrying it out now, because there are no medical students in England.

Q.—These things can only be suggested while the war is going on?

A.—Quite so.

Q.—And everything is subordinated to that?

A.—Yes, exactly. I think that will be one of the outcomes of the war. The Manchester Royal Infirmary, the Glasgow Western Infirmary, and the Glasgow Children's Hospital are three of the newer and more fully developed hospitals of late years, and they have made complete installations.

Q.—Of mechanical appliances?

A.—Of mechanical appliances, electrical appliances and balneological appliances. They are all grouped together.

Q.—From your observation, would you say that they are being used more in England now than they used to be?

A.—Yes, decidedly.

Q.—Apart from military interests?

A.—Yes. England has always been behind America in that respect. America has been much more enterprising in these new lines.

Dr. William Goldie, Associate Professor of Clinical Medicine, University of Toronto, after stating that surgery was very thoroughly taught, said:

Q.—You cannot say the same of physical therapy?

A.—One could not say that, because this has been a matter of rapid development within the last fifteen years.

Q.—You do not think your teaching in the Toronto General Hospital is all that you desire?

A.—Not all that one could desire. From the standpoint of thorough teaching, it is not; but the development has been slow, and it is pretty difficult to know what one should teach in the course. Many new methods have been brought forward, so that electro, hydro and physical therapy have to be tried out pretty thoroughly in order to know whether they are of any real benefit. More definite



information is being obtained and the underlying principles of it ascertained. Those can now be taught.

Q.—Has it got so far that you are at all impressed with the necessity of increasing or enlarging the equipment, or rather emphasizing the course to students?

A.—Oh, yes.

Q.—Has that been due wholly to the war?

A.—No, it is not due to the war; that has been a necessity arising out of the development of the different appliances, the perfecting of the different appliances, and an understanding of the principles.

The fact is that this branch of therapeutics is not an obligatory one (pp. 2671, 2686, 2781), nor is there any examination in it (p. 1674). Hence it only develops in the mind of a student who is attracted to it. This is the case also in McGill University (p. 3137).

There is one additional element, important to our Province, though secondary to the main purpose of my recommendation, and that is the total revision of our attitude towards the use of mineral waters in Ontario. They exist in four or five localities, each with its special quality, but are only offered to the public accompanied by the most primitive and distinctly invalid surroundings, with an almost total absence of medical supervision.

I may quote what an eminent hydrologist has said on this subject:

“The serious study of medical hydrology in recent years has shed new light upon the true value of waters. And not only has the hydrologist to consider what are the particular properties and actions of the waters and baths, but what is the influence of the place as a whole, including, above all, the influence of the climate upon the sensitive organization of invalids. In the best type of health resorts the specific action of the waters and baths is promoted and reinforced by the general action of the place.

“The health resorts of a country are a national asset. Their utilization and development may be a matter of national concern. It was so under the Roman Empire, when baths were more widely and scientifically employed than at any period in history. It is so now in France, Italy, Germany and other Continental countries. In those countries the governments have for many years made themselves responsible in one way or another for the national spas. Medicinal waters, like other mineral resources, are considered of sufficient importance to warrant their conservation by law, and their development is assisted by government oversight and legal provision. They are thereby protected against the risks that otherwise attach to private ownership, both in the way of neglect on the one hand and unwise exploitation on the other.” . . .

“No one who has followed the growth of medical hydrology in this and other countries during the last few years can fail to realize that it has taken a place among the medical sciences, and that at the present day the art or practice of hydrology affects the welfare of many thousands of persons.” . . .

“What better means could be taken to these ends than to set up systematic instruction in hydrology?” . . .

“At such an institute, under right auspices, not only could teaching be given, but a clinic established, and, most vital of all, investigation and research carried on, that English physicians should no longer subsist on knowledge borrowed from

other countries, but that we should substantiate our practice upon our own soil. Only so in any country can any art permanently flourish."

I may add that in the evidence taken before the Parliamentary Committee on the Care of Returned Soldiers there is suggested in a vague way the utilizing of the mineral spring resources of Canada. I hope that something may be done, and at once, to give an impetus to the development of a much needed adjunct to our methods of care.

I have no doubt of the immediate and crying need of not only one but many institutes such as I have indicated. Something is being done in the present Military Orthopædic Hospitals. These cannot be too highly commended or too widely used. But I doubt if in Ontario some special effort should not be made, in view of the fact that she has sent by far the largest number of soldiers to the war, and may expect an extra burden. Besides, there is no need to draw too strict a line between military and civilian necessities. Without in any way trenching upon the duties and responsibilities which the Dominion Government should properly bear, aid might well be given for the establishment of one such institute in which combined physical therapy might be both taught and used, and which might of its kind be a model and a type for others. In the supporting statement I have given the cost of some of the equipment, which indicates that such an establishment need not be an expensive one to build and equip. The Zander room, which is so highly praised, is costly. As to it, Dr. Fox says:

"His (Dr. Zander's) machines are expensive and require much space, however, and an engine to supply motive power. Substitutes for them can be devised and constructed to produce the same effects at one-tenth the cost, especially if the weight and pulley be employed."

And this view I find is confirmed by my own investigation and enquiries. The Toronto General Hospital will not be complete, even for civilian and provincial needs, without an addition to its valuable equipment; and without such an addition physical therapy in the modern understanding of the term cannot be properly taught to medical students and medical men.

For this reason chiefly I urge the matter. And second in importance is the equipment of a department in the physical building, such as Professor McLennan outlines, with a complete outfit for the purposes of research, experiment and the teaching of both students and post-graduates. To this latter class, including many older practitioners who have not had an opportunity of adding to their experience the modern physical methods, this will be an unqualified boon.

I hope to see a proper and obligatory course established at once in Ontario in physical therapy, accompanied by a proper institute for combined therapeutic agents, and an adequate physical laboratory for testing, understanding and improving these modern aids to the restoration of health, without which the course will be largely illusory.

(See Supporting Statement "A," p. 74.)

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## OSTEOPATHY.

(See Supporting Statement "B," p. 91.)

I have carefully examined the list of members of the Ontario Osteopathic Association, the Toronto Osteopathic Association and the Toronto Association of Osteopathic Physicians. The membership of the latter is all, save one, included in the list furnished me of the members of the Ontario Osteopathic Association, to which I refer again. From the information given by these associations, I have ascertained the following facts:

Out of the 86 members of the Ontario Osteopathic Association as to whom the requisite information has been given, 46 graduated from the American School of Osteopathy, at Kirksville, Mo. Up to 1916 this had only a three-year course of nine months each for the degree of Doctor of Osteopathy—now increased to four years, which previously had been optional. Of the remaining 40, 12 are from the Still College, Des Moines, Iowa, with a three-year course, and 7 from the College of Physicians and Surgeons, of Los Angeles, Cal., which has since February, 1915, a course of four years of eight months. No four-year student from these schools can have graduated since the four-year course was established. From the other colleges recognized in the United States by the American Osteopathic Association there are 5 graduates. The remainder come from other colleges not recognized by that Association, or by those who have appeared before me, as being worthy of attention.

Of the 19 members of the Toronto Osteopathic Association, only one is a graduate of an osteopathic college so recognized, the remainder having taken a course either in Toronto or in the United States in some smaller and in some cases extinct institution professing to teach osteopathy, chiropractic or mechano or suggestive-therapy.

Some light is thrown on the screen by the following advertisement in the Bell Telephone Company directory for 1916—those mentioned being included in the Ontario Osteopathic Association:

"In the absence of legislation regulating the practice of osteopathy, and the consequent invasion of Ontario by hosts of unqualified persons calling themselves osteopaths, the TORONTO ASSOCIATION OF OSTEOPATHIC PHYSICIANS publishes this list of QUALIFIED OSTEOPATHS who are now (August 1st, 1916) practising in the city. All are graduates of colleges now requiring for graduation a minimum course of three years, each of nine months actual attendance and work." (Then follow the names of twenty practising osteopaths.)

Osteopathy is not united in Ontario, and the associations founded by its members are small and chiefly defensive; i.e., to protect the members from prosecution under the Ontario Medical Act.

Those osteopaths practising here in 1913, in which year, in June, Sir James Whitney announced his intention to appoint a Commission to enquire into Medical Education, may be given as follows:

In the Ontario Osteopathic Association there are 59 who had begun practice in Ontario before June, 1913.

In the Toronto Osteopathic Association, 16 out of the 19 were here in 1913. No other bodies have appeared before me, nor any individual osteopath, so that these two associations, including as they do the Association of Osteopathic Phy-



sicians, represent the militant force of osteopaths asking for the right to practice without passing the present license test, and of their members 75 only can claim that they are within the protection of the present law as it had been interpreted by the Courts up to 1913. Of this number 14 are not citizens of Canada, but retain their American nationality, and 24 are not graduates of any school recognized by the American Osteopathic Association.

I am not in a position to state exactly the number of osteopaths practising in Ontario, though I have asked for the information. It was represented to me on one occasion as being about 100, which is about the number represented by the three associations, and at another time as being approximately 130. There are some 4,800 registered practitioners on the books of the College of Physicians and Surgeons of Ontario. The only detailed information supplied as to practising osteopaths in this Province shows a total of 94 only. Of the Drugless Physicians Association of Canada, many of whom practise osteopathy, I have been given information, in answer to my request, as to a majority of its members, up to the number of 45, of whom 6 are citizens of the United States. None of them have taken a course in osteopathy in any of the colleges recognized by the American Osteopathic Association. The only colleges claiming more than one graduate are the Canadian Chiropractic College or the College of Mano-therapy of Hamilton, Ontario, which has five; the American College of Mano-therapy, in Chicago, which has seven (one for four months and another six weeks post-graduate), the National School of Chiropractic, Chicago, which has ten (two of two weeks post-graduate, and one of six weeks); the Ross College of Chiropractic, Fort Wayne, Texas, which has three; the Robbins Chiropractic College, of Sault Ste. Marie, Ontario (now defunct), which has six; the Palmer-Gregory Chiropractic College, of Oklahoma, which has four, all four weeks courses; the International College of Osteopathy, Elgin, Illinois, which has four (one for five months); the Detroit Chiropractic Institute, which has six; the International College of Chiropractic, Detroit, which has six, and the American University, Chicago, which has two.

All these institutions have courses not exceeding two years, and often one year, or less, and none of them have any standing worthy of the name, so far as I can learn.

Taking up those that were in practice in Ontario in June, 1913, it appears that twenty-three of this association antedate that period, i.e., about one-half of the membership, the remaining having graduated or begun practice afterwards.

On the material side, so far as these associations have incomes or investments, they are very small and quite inconsiderable. The reason given is, that lacking legislative recognition they cannot grow. I refer to this fact because it indicates, notwithstanding the reason given, a lack of enthusiasm over the subject and of faith in its success. This is no doubt largely due to the fact that the members, educated abroad, and coming into Ontario, have nothing to attach themselves to except voluntary societies, the motive power of which was absent until the present Commission was appointed.

The practice of osteopathy has obtained a very considerable vogue in the United States, its home. In that country it has received recognition as a method of treatment and as part of medical practice in no less than forty-four states; and it is therefore to that country we must look to ascertain its definition and its work.

Its adherents have founded colleges where osteopathy is taught, together with almost all the subjects required in the most modern medical school. Its schools

and practitioners have formed the American Osteopathic Association, which has established a Research Institute in Chicago, Illinois, and publishes a journal devoted to osteopathic interests.

In the United States there are independent osteopathic boards for examining and licensing osteopaths in twenty states. In nine states there is a composite board, and in fourteen states an arrangement is made to call in an osteopath to assist in the examination, or to omit materia medica and therapeutics or major surgery, or to examine osteopaths as such. In three states osteopaths are exempted under the Medical Act, and in the District of Columbia there is no provision on the subject.

In the larger and more exacting states—such as Illinois, Iowa, Massachusetts, New Jersey, New York, Ohio and Wisconsin—the tendency is to keep in the hands of the state licensing body the examination of those who do not desire to practise modern medicine as it is generally understood, either by means of a composite board, or by some other like arrangement, or by omitting specified subjects altogether.

Maine and New Hampshire exempt drugless healing from the operation of their Medical Act.

The honours are about evenly divided between those states who have an independent osteopathic board and those who retain some control in the State Medical Board.

I have in the Supporting Statement (B) devoted a considerable space to the situation of osteopathy in the United States, which is interesting and critical. It may be shortly summarized thus:

Four factors have recently emerged: (1) the effort on the part of the osteopathic colleges to obtain recognition for their courses as equal to those in ordinary medical colleges, by raising their standards; (2) the lengthening of their courses, the stress laid on microscopic and bacteriological research, and the inclusion of pharmacy and materia medica in some cases; (3) the realization by the osteopathic profession that this new departure endangers their identity and requires great effort to secure for the colleges students of intensive osteopathy; (4) a division in the ranks of osteopathy as to whether it is worth while to perpetuate the difference between it and medical science, in view of the similarity of studies and the length of course now required.

These things indicate with some clearness that the osteopathic situation is in a state of transition. The colleges, having taken these steps for better or for worse, need larger bodies of students to meet the increased expense of enlarged courses and longer terms. If they secure them from osteopathic sources alone, the output will be better educated and more widely instructed in medical science, apart from osteopathy, which will lose its exclusive character. If, on the other hand, the student body is recruited from those who are not markedly osteopathic, it will be because the scope of the education will be wide enough to enable them to compete on equal terms with those from the ordinary medical colleges. In either event, the standard will change and on the effects of that change will depend the future of osteopathy as a separate science or practice. The colleges have embarked on a course which will require great efforts to enable them to stand the competition of the larger and wealthier medical colleges, and it is evident from the expressions of those who realize the situation, that the outcome is doubtful both as to the ability of the institutions to stand the strain and as to the quality of the educational



result. If osteopathy can continue to maintain itself as a separate and exclusive cult, it will have demonstrated that it has in it the intrinsic merit which is claimed for it, although much enlightened and broadened since the time of Dr. Still. If, however, it finds that a more liberal education leaves it merely as one of the therapeutic methods used in the practice of medicine, it will naturally fall into line with other agencies heretofore employed in the healing of the sick. In either event it will be the part of wisdom on behalf of the authorities of this Province to decline any action that will precipitate here a state of affairs now probably passing away in the United States.

In order to ascertain whether this is merely a "present flurry" or a serious and fundamental crisis in the history of pure osteopathy, I quote from a few of the most modern authorities among the osteopathic profession itself.

The Report of the Trustees of the American Osteopathic Association, made to the Osteopathic Convention at Kansas City in July and August, 1916, sets forth the position of the profession thus:

"It is safe to say that a majority of those now practising osteopathy were graduated when the course of study covered two years. Some of these, conscious of the success they have met with, do not realize or do not admit that the scope of practice needs to be materially different from that which they have successfully maintained.

"On the other hand, most of the graduates of the past seven or eight years, and especially those who have received the four-year course, feel that they are qualified both as to diagnosis and treatment of all acute conditions, including minor surgical and emergency cases, and being thus qualified they feel that it is their right and they desire to enter the field of general practice and demand that no restrictions be placed in their way.

"The schools maintain that from their standpoint our education should be placed on either a two, or at most, a three-year basis, and osteopathy should be taught and practised largely as a specialty, its field being adjustment of body structures, plus attention to diet, hygiene and general measures common to all schools of practice; or the four-year course, with entrance equal to that demanded for the other professions, be instituted and the practitioners be given the rights and privileges consonant with their pre-medical education and technical training. The colleges maintain that they should not be expected to meet all requirements exacted for graduates from the best medical colleges, and require them to give a diploma which, due to the legal restrictions in many states, means very much less in the field of practice than that given by an even inferior medical college.

"There are still others in the profession who believe that the educational standards now set and in force should be maintained, and that the teaching should in no sense contemplate the use of drugs in any form, nor should the profession favour or countenance legislation which grants this privilege to the osteopathic profession. Those holding these views maintain that the field for osteopathy is such that students sufficient to meet the growth of the profession will be forthcoming to the colleges when they give a strictly osteopathic training.

"In the belief of your Board, it is in no sense necessary that the profession be unanimous in its opinion as to what the scope of the practice shall be, but it is, however, necessary that the profession be unanimous in its convictions as to the principle of osteopathy. Loyalty to principle and liberality in detail must be our motto as we pass through this evolutionary and developmental period.



"Your Board has full confidence that when the present flurry passes over and the profession settles down to the stern duty of maintaining and increasing its growth, that differences will adjust themselves, and harmony and co-operation will prevail."

At the same Convention the Educational Department Committee reported (in part) as follows:

"A fundamental fault of some of the college instruction is that it lacks osteopathic colouring or saturation. At times, with some of the teaching at least, no apparent continuous attempt is made to inculcate the basic principles of osteopathy. No doubt many facts are taught, but too frequently they lack osteopathic interpretation, analysis and synthesis. It is the interpretation of a fact that renders it vital and practical; when this is lacking the ultimate effect upon the student brain may be deplorable. A curriculum that is osteopathically correlated and unified can be the only solution. The future of our profession depends upon this, and this alone.

"Everyone is aware that we are vitally in need of osteopathic literature; a literature that will crystallize our present knowledge of osteopathic science and application, and which of course will leave plenty of room for future development. The first requirement is that of the school, for, indeed, this is the foundation of our profession. It is basically wrong that our students must largely depend upon medical texts. No doubt, many of the teachers are capable of giving the right interpretation to the facts therein contained, but is this interpretation always presented, sustained and insisted upon? The personality, the ideas and the discipline comprise a teacher's qualification for doing good work and inspiring a student to make the most out of his life work. But even if all of this is satisfactory, it is evident that most of the osteopathic concept and discipline is simply a mouth to mouth instruction. Clearly, we cannot progress as we should, and permanently, unless we have definite published statements, records, suggestions, etc., of our scientific development."

After that Annual Convention, the official journal of the American Osteopathic Association thus expressed itself in September and November, 1916:

In September, 1916, it said:

"We, the practitioners, claim the profession as ours, and yet what have we done to lighten the burdens of the colleges without which our profession would soon cease to exist and our prestige would greatly wane within the time of our own active practice? For the most part we have proposed or submitted to the enactment of laws in our states without much regard to whether the colleges could meet the conditions imposed or not, thinking that it was the easiest way out for ourselves, or that it gave us prestige and established our practice.

"The condition has come about that either we must occupy the same plane as our imitators by reason of two or three years of college instruction, or we must meet the educational standards set by the highest states for governing the practice of the drug systems. Up to this time we have undertaken to do these things ourselves—to have the colleges change from one standard to another without perhaps advising with them as to whether from an economical standpoint it could be done. We have not undertaken this, however, in any case until one or more of the schools had taken the action, but perhaps we have, in some slight degree, undertaken to hurry the hindmost in taking the step.

"At least we have now gone too far to retrace our steps, if we could. The legislation we have secured or submitted to requires of our colleges the steps they

took at this meeting. This legislative status could not be undone, and we go back on a two-year basis without a fatal shock to osteopathic advancement. So far as we know no one considers such a step. Then the only alternative is a hearty support of the present programme. In the resolution now advanced by the colleges, or four of them represented at this meeting, they assume the responsibility for this move, ask the board to give them a fair chance by making it uniform, and ask the support of the profession in sending them qualified men and women with which to make it a success."

In November, 1916, it said:

"We know the osteopathic profession is not alive to its opportunities, and we fear it is not cognizant of its dangers. A revolution is going to come about in therapeutics within the next few years. Changes indicating this are already taking place. Because we have failed to give the public an adequate conception of the practice of osteopathy and of the scope of its application, are we going to allow our imitators on the one hand and on the other the medical practice, forced by a public demand to give up drug medication, to appropriate and practise the tenets and principles of osteopathy, simply because we have failed to educate the public that these principles and tenets are ours? This is the most serious condition confronting the osteopathic profession. This recognition can be brought about by the rapid increase in numbers of these rank imitators of osteopathy, they having no restrictions to their entering practice, and by freely advertising they can reach those whom we, through indifference, fail to reach. And the medical profession is already turning and shifting to natural, physiological remedies, because it is being proven that drugs instead of aiding are a block to physiological processes within the body."

In his presidential address before the Ohio Osteopathic Society annual meeting, October 20th, 1916, W. A. Gravett, D.O., said:

"Beginning with the early graduates—and in so doing it must of necessity follow, graduates of the parent school—they were sent out as embassies to the different states, presenting a new therapeutical doctrine—they had received their instruction and inspiration from the propounder—he himself believed then, and he believes now (as is evidenced by his original writings in later years) that the osteopathic, etiological concept of disease is all-sufficient, that it is fundamentally comprehensive, and that the application of this philosophy should be the basis upon which we should reason ourselves out in any therapeutical emergency. This concept was accepted as an axiomatic truth almost universally by these graduates. Seriously and with confidence they endeavoured to practise the healing art in all its recognized branches, except surgery, from this viewpoint. They met with success, and were proving the efficiency of this doctrine to the satisfaction of the laity, and could they have continued along these original lines perhaps the science would be farther advanced than it is to-day.

"But these practitioners were shortly made to know that there are certain therapeutical procedures and methods relating to the public health which have by common consent come to be considered a necessary part of any system of healing. Dr. Still, himself a practising physician for years, realized the necessity of preparation along these lines, but he consistently maintained that the osteopathic viewpoint, relative to the public, was different from that generally maintained, and these graduates were prepared to meet these conditions in this way, but unfortunately their viewpoint was not accepted, and while these men demurred they eventually had to submit.



"The situation varied in the different states, each sooner or later solving the problem for the best interests of all concerned, as they honestly believed. Other states were not so fortunate as Ohio in limiting the requirements which were forced upon them, and the science has been more or less compromised thereby in that our schools must prepare all students to meet the most extensive and exacting of these requirements. Thus it became necessary for them to diverge from their strictly osteopathic course, and this deviation once started gained momentum under its own impulse and later factors exercised an untoward influence, and the schools now find themselves following a vacillating course like a ship at sea without chart or compass."

I now give extracts from statements of those who are in a position to speak with authority owing to their connection with the American Osteopathic Association.

Dr. Chiles, its secretary, in his statement before me, practically admits the divergent views at present prevailing in osteopathic circles:

"I have no doubt this matter has previously been brought out before the Medical Commission, but may I be permitted to say, Mr. Commissioner, that there is, I would not say a division in the profession, but there are in a way two wings: there are those who are perfectly willing to depend to the last ditch on what we call genuine osteopathy, or what has been named 'ten-fingered' osteopathy—that is, what you can do with your hands and with your commonsense. These would prefer to call in a medical man, if necessary, in an emergency, rather than undertake to do any medical administration or any surgical work themselves. There are others—those that you spoke of in Ohio—who are criticizing the present law, who feel that when they have put in four years they ought to be considered qualified and that the law ought to give them the privilege of doing anything which their judgment dictates should be done in a given case. Where you find any division at all, the line of cleavage is between the two right there. I think a large majority of the profession feels that we had best for the present limit our practice to what might be called strict osteopathic interpretation. The others feel that it is their duty to the community to go the limit, do anything that their judgment indicates ought to be done, and that, I believe, constitutes the dividing line all through."

That this division must be traced to the action of the State Medical Boards, in raising the standard of requirements, is also, I think, clear.

Speaking of the Committee on Education, Dr. Chiles says:

"This Committee on Education, made up of several members of the profession not connected with colleges and also representatives of the colleges, works with the colleges from several angles. The first, of course, is: What constitutes, from the practitioner's standpoint, as well as from the collegeman's standpoint, the necessary qualifications for the practice of osteopathy; what subjects necessarily enter into the question of equipping a man or woman for his or her best work as an osteopathic physician? Secondly, what the states require. It is not fair to a man to take him into a college and graduate him if we cannot give him a field for practice. Therefore, the requirements of several states have to be taken into consideration, and that, I am perfectly frank to confess, has considerable influence on our standards of education—that is, as to what subjects go in, and sometimes we put into the curriculum what we consider is not germane to osteopathic education, but the state says he must have it." . . .

"Here we are confronted by a situation different from the conditions met with elsewhere, in that we have some forty odd states, practically all of which have now enacted Medical Practice Acts regulating the practice of osteopathy either as a



separate Act or providing for it as part of the Act governing the drug practice. If, for instance, a state like New York sets up requirements that the colleges think they are not justified in meeting, it is up to the college to say whether it will simply do business without fitting men and women to go into that state, or whether it will meet the requirements of that particular state. Some of the colleges meet the requirements in all of the states; some of the colleges do not, because they do not think they are called upon to do so, for the reason that these requirements are essentially technicalities. I think probably there is no use going into the details of that, but just on the side let me say this: New York, for instance, requires that every student who enters a college which New York State recognizes must have had a year in biology and in chemistry and in physics before entering the college—not only the students that come to New York, but everyone who enters the college. Some of the colleges feel that it is not worth their while—that half a dozen or so students that want to go to New York do not justify it.”

He admits that state requirements tend to lead away from osteopathy. Speaking of New York, he says:

“I think that New York State has influenced it very materially. As far as the states are concerned, whether rightly or wrongly New York is looked upon more or less as maintaining the highest standards, and when New York State recognizes an osteopathic college, rightly or wrongly that college feels proud, and others want to get into the same class.”

And later, he says:

“Any of us will naturally take a certain amount of pride in that, and yet we know that the tendency in that may be to lead us into the ranks of conventional medical education, rather than to insist upon our own characteristic and fundamental principles as heartily as we would prefer to do.”

This tendency seems to be quite pronounced. As to California, Dr. Chiles says:

“California divides practice up into two general sections—unlimited license, practising anything you please when you obtain it, and a non-drug license. A great many osteopaths in California, especially among the older graduates, have qualified under the non-drug or limited license. A great many of the newer ones who have attended college four years, the same as the medical people do, do not feel justified in accepting this very-much-looked-down-on license, in consideration of the time that they have spent to secure it, so the college there has put in a course on pharmacology and materia medica, which is taught by an M.D. osteopath, who teaches it, as he maintains, and as the college maintains—and I have no doubt is the case—from the osteopathic standpoint, but it enables them to have that much knowledge that they are able to pass the examining boards, taking the examinations with the medical students.”

Dr. Meacham, president of the American Osteopathic Association, gave his views in this way:

Q.—Your association, I suppose, has endeavoured to bring about a better standard and condition?

A.—Decidedly.

Q.—What has it accomplished in that way?

A.—I was going to say “wonders.” You understand that any movement of this kind has to start from one man and then go to several and then to hundreds and thousands. In the beginning these schools were established primarily as money-making institutions, similar, you might say, to little business colleges where

they teach shorthand, or something like that—not as professional schools at all. That was the condition that prevailed some twenty or twenty-five years ago, but as men began to get hold of the idea that osteopathy was a profession, and that people should be trained for it as a profession, there was immediately a push against the professional idea in the ranks, and the money-making idea in the men who had invested in property and equipment for school work. Through these organized efforts we have forced these schools to adopt a standard of education that is equal to that demanded by the American Medical Association, which has state university endowments, as well as private endowments behind it all the way through. We have forced them absolutely up to that standard.

Q.—To that same standard?

A.—Yes.

Q.—So that your standard is the same as that of the American Medical Association?

A.—Yes. I may say that one can take a catalogue of any recognized osteopathic college, and strike out the words “Principles, theory and practice of osteopathy,” and insert the word “Medicine,” and you have got practically a medical curriculum. You quite understand what I mean?

Q.—Yes.

A.—If you compare the number of hours of study, the number of lectures, the number of laboratory hours, the number and character of studies as given in the medical schools with those given in the osteopathic colleges, you could not tell the difference.

I may add here that in the supporting statement “B” there will be found ample and detailed corroboration of Dr. Meacham’s statement.

Dr. Copeland, Dean of the New York Homeopathic Medical College and Flower Hospital, New York, in his statement said:

“So far as osteopaths are concerned, my impression of them is that their schools so nearly approximate to medical schools, and the same examination is necessary to acquire the medical licensing certificate, that they are all anxious to come in now. In the administration of our college, I find dozens of osteopaths applying for admission; they are keen to come in and take that additional year in order that they may become doctors of medicine.”

Dr. Elfrink, Secretary, Illinois State Osteopathic Association, said (p. 1,638) that the osteopaths were anxious for classification on practically the same standard as that of the regular physicians.

Dr. Mills, Assistant Dean of the Chicago College of Osteopathy, says that he expects the training that his students receive to be as broad as that possessed by any physician.

Dr. Hulett, a member of the Osteopathic Board of Ohio, thinks they should have the right to perform major surgical operations and to use antiseptics and anæsthetics. He also says that the course of study in the osteopathic colleges compares very favourably with that of the regular medical colleges.

In Pennsylvania, according to Dr. Snyder, President of the Board of Osteopathic Examiners, pharmacology is taught. He says:

“While we learn the toxicology of drug therapy, we do not study drug therapy with a view to therapeutic action. We do not employ drugs for therapeutic effects. We employ drugs as antidotes, for sanitary purposes, as disinfectants and germicides, but we would hardly use a drug as a stimulant, neither would we employ drugs to any extent as purgatives or sedatives.”



And Dr. Flack, Dean of the Philadelphia College of Osteopathy, adds, later on, that the reason drugs are taught in California is because there is a state law that must be met.

Dr. Elfrink, Secretary, State of Illinois Osteopathic Association, says that the teaching as to the value and use of drugs is essentially the same as that of the medical student (p. 1,641).

The situation in the United States, in the light of these and the other facts more particularly detailed in the supporting statement "B," appears to me to be this:

In 1897 the course for an osteopath was, as a rule, two years of ten months. Ten years later it was changed to three years of nine months each, while latterly, except in the case of the colleges at Des Moines and Kansas City, the four year course has been adopted.

Then, when confronted with the state requirements, the solution made by those in authority appears to be somewhat of this kind: That distinction should be, if possible, drawn between what are known as fundamentals, both in preliminary and medical education and training, and the therapy of the system—that is, the methods of cure that are used. Upon the fundamental branches they are willing to submit to such regulations and standards as may seem proper with regard to all medical education. So far, this would seem to meet with the approval of everyone, no matter of what medical persuasion he may be. The difficulty will be in agreeing upon what are the fundamentals; but putting that aside for the moment, the only difference set up by the osteopaths is in applying their therapeutic remedies, and these should, they think, be under the charge of a committee or board constituted by themselves.

They quote Dr. Andrew S. Draper, Commissioner of Education for the State of New York, to this effect:

"It seems to me the State must eventually come to the point of exacting different measures of education and experience from those who practise the healing art in different ways or use means of differing instrumentality. For example, the training required by those who administer drugs is bound to be more extensive than that required by those who do not, and the training required of surgeons is bound to go further than that of those who do not resort to the instruments of incision." And they quote him as recommending "That the Board of Regents advise the practice of legislative discrimination between the requirements of the scientific training of those who only manipulate the body, those who only prescribe medicines, those who perform small external operations and those who perform major operations in surgery."

That quotation, I think, supports the distinction which I have mentioned.

The difficulty I have mentioned crops up, however, as soon as one comes to fix the dividing line.

A method of curing should not dominate the diagnosis. Yet this is what it really comes to. Dr. Snyder, the Chairman of the State Board of Osteopathic Examiners in Pennsylvania, in answer to my question (p. 2,033) says:

Q.—Would this express the idea that I think I have gathered from you: that there is this difference—that having your theory as to what causes certain diseases, you teach anatomy having in view the peculiar way in which you are going about curing them?

A.—That is constantly before us, yes.



Contrast this with the view of Dr. Baldy, President of the Bureau of Medical Education and Licensure in the same State of Pennsylvania, whose duty it is to see that proper examinations are held (p. 2,023):

"Anatomy is an exact science; you cannot get away from it, and therefore being an exact science why should there be any osteopathic anatomy and why should there be a different medical anatomy?"

The confusion thus produced between these two departments, theory and practice, exhibits the difficulty of making any fine philosophic distinction between medical viewpoints. And this confusion is productive of grave results, because in Pennsylvania the osteopath gets the same unlimited license as a medical practitioner, and can use drugs and perform surgical operations, issue birth and death certificates and treat all manner of diseases.

I may perhaps quote Dr. Mills (p. 1,701), Assistant Dean of the Chicago College of Osteopathy, which has been recognized by the New York State authorities. He says that certain members of the profession are pleading for the right to know both osteopathy and materia medica, and adds:

"Osteopathy is comparatively young, but it has grown independently; but if osteopathy were included now in the medical course it would be rather lost sight of. It is so much easier to prescribe medicine that it would not develop any further. It has developed independently, but when this question is thoroughly developed, I imagine the outcome will be some combination, and that medical education will be extended that way."

It is in this direction that the authorities of the State of Illinois would like to move. (See statement of Dr. Drake, Secretary of the State Board of Health, Chicago, Ill., pp. 1,679-1,680.)

There are no osteopathic schools in Canada. Every graduate in osteopathy who comes here to practise has learned his art and science in the United States, where it is now in a state of transition. There are no schools which our provincial authorities can inspect and classify, so that perforce, if osteopathic physicians are admitted to practise here, we must depend for the standards of training upon the vigilance of some one or more State Boards in the United States.

That being so, why should we require less than they do, and why should we allow anyone to practise osteopathy in Ontario who would be debarred in the State of New York? Our standards of medical education are admitted to be as high as those who stand first in the official register of that State. It would, therefore, be a backward step if Ontario were to fail to recognize both the upward tendency of osteopathic teaching and the tacit recognition of high standards of medical education evidenced by its acceptance of registration in the most stringent State of the American Union.

Another pertinent enquiry may be thus stated: Why should there be created here a condition which the parent bodies themselves are endeavouring after long years to eliminate, and that just at a time when the movement towards an understanding seems about to be successful? And that success will mean much to both parties.

Manipulative treatment is becoming more and more recognized as a valuable agent in the cure or alleviation of diseased conditions of the bones and joints. The osteopath applies it to all conditions, the regular physician not enough in suitable cases.

The result, in my judgment, of declining to permit separate educational requirements here will prevent, in this Province, the establishment of a state

of affairs which would prove a stumbling block in our way, if in the United States a solution of the problem is satisfactorily reached.

If osteopathy is taken seriously by its adherents, as is now evidenced by the efforts made to reach higher standards, it will sooner or later result in one of two things—either that the osteopathic colleges will become to all intents and purposes regular medical schools, including both manipulation and drugs, or there will be established in the medical faculties chairs of what may be called manual therapy. But to separate the osteopaths at present is to postpone, as has been the result of the special legislation in the various States, the realization of union and to embarrass the efforts of those who are striving to raise and maintain the high standards now required in medical education.

The bald fact cannot be denied, that where a State in the American Union has put the osteopathic student upon the same or practically the same footing as the ordinary medical student, the osteopathic colleges and the profession have accepted the situation and met the requirement. I do not see why Ontario should be less decided or her requirements less worthy to be followed.

Only three of the Provinces of Canada have provided for the admission of osteopaths to practise, viz.: Alberta, Saskatchewan and British Columbia.

In Alberta, since 1906, a candidate for examination for license as an osteopath must have the same preliminary education as an ordinary medical student and a graduation diploma from a recognized school of osteopathy. This latter introduces the American osteopathic school requirements.

In the examination for license, candidates have to pass the regular medical examinations, except in surgery and medicine, the examination in surgery being confined to surgical diagnosis and the conduct of minor operations, and for medicine is substituted the theory and practice of osteopathy.

Those practising osteopathy for four months prior to May 9th, 1906, may obtain licenses if they are graduates or licentiates of a school, college or association recognized by the American Osteopathic Association.

Out of 999 physicians on the 1916 register only 11 are osteopaths, out of which 10 were registered under the Act and 1 by examination since 1906.

British Columbia has no medical school and no faculty of medicine in its university, but the Council of the College of Physicians and Surgeons examines candidates for registration. They set no standard of preliminary education, but since 1909 admit osteopathic candidates upon the production of a diploma from an osteopathic college recognized by the American Osteopathic Association. These candidates substitute for the practice of medicine and the theory and practice of surgery an examination in minor surgery, neurology and the principles and practice of osteopathy.

There are three osteopaths admitted to practice in British Columbia since 1909 by examination under the Act, and none have been admitted without examination.

In Saskatchewan, since 1913, there is a Provincial Board to examine candidates for license to practise osteopathy. Those practising prior to the 1st of February, 1914, may be licensed without examination if possessed of a diploma issued by a school of osteopathy satisfactory to the Board. There are 15 osteopaths registered in that Province, 7 admitted under the Act, 3 by examination and 5 have left, one being at the front.

There appears to be no preliminary education required as a passport to the examination.



The experiments tried in the Western Provinces, while not resulting in the production of a large number of osteopathic practitioners, are not conclusive either way. The number of osteopaths actually in practice, compared with that of the regular practitioners, makes it evident that no serious dislocation in the system of education has yet arisen, and that no real difficulties, the solution of which would be of use in dealing with the question here, have yet occurred. This is due to the absence of recognition of the absolute necessity for high and exacting standards.

None of those provinces have the traditions or the achievements which characterize the Province of Ontario, nor do they possess the high standards both in education and the expensive equipment which are present here. Neither do they compare in numbers even in the smallest degree with the regular practitioners who are registered here to the number of 4,816.

The complications which will necessarily arise here are more comparable to those which are confronting medical education in the United States; and I cannot but think that more light is to be gained by considering and weighing them than by following the lead of the Western Provinces of Canada.

The inadvisability of enacting any legislation now in the direction of allowing one class of a learned profession to practise it without the range of study required of others is emphasized when one reflects that a statute of that kind passed now would only provide Ontario with osteopaths of the older and less advanced school—in fact, those whose education was bounded by a two or three-year course, with equipment which the osteopaths now regard as insufficient, and without the benefits of research which they are so strongly advocating. Those of the future would be recruited from the long-term graduates of stronger osteopathic colleges; and, if so, why should the law be changed so as to allow osteopathic colleges existing outside of Ontario to draw away and educate our youth, when they would spend no more time nor meet more difficulties in the course if they remained here?

There is one very pertinent reason why in Ontario there should be no haste in admitting to practice those who are not able to fully comply with the essential requirements.

It is this—that owing to the war, there will be a shortage of men properly and adequately trained in medicine. Till this shortage is overcome, we ought not to permit the field to be occupied or filled by those whose education and experience has been acquired outside of Canada and on lines that, even now, are not fully settled and as to the correctness of whose fundamental conceptions there still exists grave difference, even among professed believers in their own system.

There are some practical objections which may be stated thus:

(1) The want of cohesion among those practising osteopathy in Ontario, and the consequent absence of any serious attempt to establish and maintain a high standard of attainment and practice.

(2) The small number of those adhering to osteopathy.

(3) The absence of real financial support to any of the organizations already on foot, and, what is perhaps the most serious—

(4) The practical impossibility of arranging for clinical instruction and practice under our present system of medical training and the dislike of those connected with the collection and analysis of vital statistics to any departure from the rule that the cause of death must be certified by a practitioner duly qualified under our laws and by one whose training would enable him to detect or suspect the use of poisonous drugs.



In regard to clinical instruction, there are practically now no osteopathic students in Ontario, because there is no real teaching institution here. But unless osteopaths are prepared to establish in Ontario a hospital for osteopathic patients, I am unable to see how their tenets can be taught by the bedside. This necessity is recognized by the Chicago College of Osteopathy, which has obtained the right to clinical instruction in the Cook County Hospital.

Assuming such a teaching body to exist, can a member of it go into any of our hospitals and instruct his pupils by the bedside? To do that assumes that he is the physician in charge of the case. Is this permitted in any of our hospitals, or will the attending physician allow an osteopath to instruct a class by the bedside of his patient? If so, it must be in isolated cases and under unusual conditions, and that, in itself, defeats the object of clinical instruction, which is to establish contact with all kinds of diseases in various stages, such as a general hospital affords, and not merely familiarity with an occasional case.

Upon the best consideration I can give to this important subject, I can see no escape from the conclusion that treating osteopaths as a separate class in regard to their medical training would be, especially at this juncture, a very great mistake.

We have in Ontario no vested rights, no investment of any money, no large body committed to and pushing its propaganda, no graduate of an Ontario College of Osteopathy.

In the United States—from which all who practise osteopathy here come—there is a distinct and perceptible movement towards what may result in merger or affiliation, or, at least, in the standardization of medical training as between the regular medical and the osteopathic schools.

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There remains to be considered the position of those who have been practising osteopathy since the decision of the *Ontario Medical Act* in 13 O. L. R. 501. This decision was pronounced on the 21st November, 1906—ten years ago.

In March, 1910, a conviction against an osteopath—R. B. Henderson—for practising medicine was quashed by his Honour Judge Morson. I have no doubt that if these cases were to come up again, in the light of the present position of osteopathy, its teaching and practice, the decisions in them would be entirely different.

I find, taking the members of the Ontario Association of Osteopathy, and analysing the list of 86 of whom the Association has furnished particulars, that up to the end of 1906 only 13 osteopaths were practising in Ontario, and that in the last 10 years an average of 7 per cent. has come into the ranks. Out of the total of 86, 62 practise in Ontario, outside of Toronto, from Ottawa to the Soo.

Of the list of 20 or 22 osteopaths who represent themselves as the only qualified ones practising in Toronto, 9 are American citizens, and out of 18 in the list who have furnished information, 3 are graduate of the College of Osteopathy, Los Angeles, Cal., 4 of the Still College of Osteopathy, Des Moines, Iowa, 8 of the American School of Osteopathy, Kirksville, Mo., 2 of the Northern Institute of Osteopathy, Minneapolis, Minn., and 1 of the Pacific College of Osteopathy, Los Angeles, Cal.

The number of osteopaths that have to be considered is therefore not large, because from the number coming in after 1906 must be deducted those who came here after the public promise of Sir James Whitney that the whole matter would be considered.

I find that practically two methods have been adopted to deal with like situations. One is, as in New York, to admit those practising on a certain date if, within six months, they can produce a diploma from a college which, at graduation, had a proper course of study in anatomy, physiology, pathology, hygiene, chemistry, obstetrics, diagnosis, and the theory and practice of osteopathy, and prescribed a proper length of course and study.

The Ohio system is to require an examination to be passed in those subjects before the State Medical Board, in the manner required by it. But even in Ohio there was no examination of credentials, for two reasons, thus stated by Dr. Matson: "First, because it was known that they did not have proper preliminary training; second, because it was felt that to require them to produce credentials it would have been necessary to recognize the teaching which they had received. In other words, under the provisions of the waiver, in order to establish a standard, those who had been engaged in practice for a definite period were certificated. Our original plan was to examine everyone who had practised for one year or more, but unfortunately another provision was made eliminating the examination requirement for those who had practised five years or more. This last provision was most unfortunate."

Notwithstanding the conclusions I have reached, I am not in favour of dealing harshly with those practising osteopathy here on June 30th, 1913. It is a matter of dealing fairly as between the public as a whole and the individual who has come here and, according to the decisions at that date, has broken no law in so doing. Consequently, and as a matter of equity more than of legal right—because no one can have a vested right in regard to public health or private healing—I would recommend that those practising in Ontario on the 30th day of June, 1913, be licensed to continue as osteopaths only, provided that within six months they produce a certificate, under the seal of the American Osteopathic Association, that the Association is satisfied, after due consideration of the case, that the person named in the certificate would be qualified to pass such an examination as is required in that one of the States of the American Union, which recognizes osteopathic practice, having the highest standard.

I am rather loathe to make the practice here of any physician dependent upon a certificate which is necessarily vague as to qualification and education. But the American Osteopathic Association has taken a stand in favour of high standards of education and has had to deal with many who were in practice and had received their education under the older conditions. Many of those practising here are elderly, and settled, and could hardly be expected to go to the United States for an examination. And there is no one in Ontario to examine, except among the class to be admitted. Consequently, if the American Osteopathic Association with which the Osteopathic Associations here are or can be affiliated, will certify any practitioner as qualified, in their judgment, to pass the test in such State, it ought to be a sufficient guarantee. It is probably the best that can be got, and if the admission of these older men be somewhat of an indulgence, it will not hurt the medical profession, and their numbers will prevent any great harm being done to the public.

The license thus granted shall not permit its holder to use or administer drugs, nor to perform surgery with the use of instruments, nor to sign death certificates, nor to use the term "Doctor" either in full or otherwise indicated, and must be limited to osteopathic methods and practice.

(See Supporting Statement "B," p. 91.)



## CHIROPRACTIC AND MANOTHERAPY.

(See Supporting Statement "C," p. 124.)

Of the Canadian Chiropractors' Association the record of its 24 members have been sent to me. None of them have taken courses of more than two terms of six months each. All but 8 have graduated from the Palmer School of Chiropractic, Davenport, Iowa, in 1910, 1911, 1912, 1913 and 1914, and in so doing only took this short course. Of the remaining 8, 3 graduated from colleges now defunct, and one from the National Chiropractic College of Chicago, all of which have or had correspondence courses, and the association therefore declines to vouch for them. The other 4 graduated from the Canadian Chiropractic College in Hamilton, after a course of two terms of six months each.

The number of those in practice in Ontario in June, 1913, was fifteen.

The Ontario Chiropractors' Association has a membership of 25. Of these, 23 have graduated from the Universal School of Chiropractic, Davenport, Iowa, the remaining 2 having studied at the Oklahoma Chiropractic Institute and the Detroit Chiropractic School.

Of the 23, 9 took a course of only nine months (three of them spending some time previously at the Palmer Chiropractic College), while 14 took a course lasting 12 months (two attending the Palmer College previously). The remaining 2 took 8 and 12 months' courses respectively. Of the whole 25, those practising in Ontario before 1913 number 17.

The Dominion Chiropractors' Association has a membership of 18. Of these, 13 graduated from the Palmer School of Chiropractic, all but 4 taking a 2-year course, 2 taking 9 months, 2 a 3-years' course, and one unspecified. Two are graduates of the defunct Robbins Chiropractic College, of Sault Ste. Marie, 9 months' course, 1 of the New England School of Chiropractic, and 3 of the Canadian Chiropractic College, Hamilton, taking 1 year. Of the whole 18, only 8 were in practice in Ontario in June, 1913.

The education received by Chiropractors is of such short duration, and is so fundamentally different from that of any other school, that it is difficult to regard their desire for legislative recognition as seriously as that of the Osteopaths.

As compared with the osteopaths, there is a more marked weakness in numbers, in training, and an absolute want of real investment in educational facilities. The equipment of the only existing school is but \$1,200, book value, while the income of the three associations, into which the chiropractors are split, is negligible, as will be seen in the Supporting Statement. There is nowhere apparent any desire to approximate either to the regular medical standards or even to those of the osteopaths. This school is quite irreconcilable, as appears from their statements and literature, and any attempt at fusion or co-operation would be quite futile.

Dr. DuVal, who conducts the Canadian Chiropractic College at Hamilton, said to me: "Chiropractic is a unique science. It has nothing in common with any other method, class, school or cult, neither in its science, philosophy, art, doctrine or principles on which it is based."

In accounting for his meagre equipment, he said that the essential apparatus necessary to teach chiropractic is brains, hands, knowledge and the ability to impart to the students.

Their repudiation of all modern scientific knowledge and methods is such that it would be impossible to recommend any way in which they could be allowed



to practise by which the public could be safeguarded. Their case was well presented, but was definitely Ishmaelitish. Those who appeared before me saw no necessity for preparatory qualifications, ridiculed and repudiated diagnosis, bacteriology and chemistry; admitted that a chiropractor acts in all cases upon his cardinal principle, without examination.

Dr. B. J. Palmer, the head of the most important chiropractic college in the United States, in giving evidence in the case of the State vs. Jansheski, in December, 1910, when asked whether, when a patient came to a chiropractor, he was asked the history of the case, answered: "No, because it be of no value;" and in answer to why that was so, said: "A person comes to us without telling us what the trouble is; it makes no difference whether a physician has already diagnosed it as insanity, appendicitis, indigestion, or anything they call it. The chiropractor needs to know nothing about that case from a physician's standpoint; it is immaterial, yet he can take that same case, put it down on his benches and analyze that spine just as accurately without knowing those things; in fact, sometimes I think better. . . . It is not essential the chiropractor should know what the patient said he had, but you can adjust the current for it running into the organ, and the patient is well. That is where chiropractics becomes purely a mechanical proposition, a mechanical and electrical-making circuit proposition in a man."

The definition is put into technical terms by McNamara, of the Universal Chiropractic College, Davenport, Iowa, in *Progress* (October, 1912) thus:

"The theory sustaining this system presumes that in consequence of displaced vertebra the inter-vertebral foramina (openings) are occluded (closed), through which the spinal nerves pass. . . . In this way the nerves are pinched, and chiropractors assume that such pinching is responsible for 95 per cent. of all diseases. Chiropractic concerns itself with an adjustment of the subluxations, thus removing the pressure on the nerves."

The announcements of their colleges in the United States frankly appeal to the expected financial returns.

The recommendation made by me as to physical therapy will in part answer a complaint made before me by Dr. Duval, who, after stating that bogus schools had produced fake chiropractors in large numbers, put part of the blame for this upon the authorities in Canada and the United States who did not, he said, owing to the instigation of the older professions, investigate and protect the science of chiropractic, to keep it fine and unadulterated and defend it against its intrinsic enemies, the grafters.

The admission indicates how dangerous it would be to sanction the practice in Ontario of those who adopt the chiropractic belief, unless it is possible to distinguish between fakirs and others. This seems impossible to do, if those who practise it are divided as to what is pure and what is adulterated.

I have pointed out in Supporting Statement "C" the position taken by those who are at present urging that this school of thought or unique science should be recognized, and what I think is the weakness of that position.

I cannot bring myself to the point of accepting, as part of our legalized medical provision for the sick, a system which denies the need of diagnosis, refers 95 per cent. of disease to one and the same cause, and turns its back resolutely upon all modern medical scientific methods as being founded on nothing and unworthy even to be discussed.

I may add that Dr. Matson, Secretary of the Ohio State Medical Board, Ohio, stated to me (p. 3,173) that the Palmer School of Chiropractic refused their

Board admission to inspect the school in any official way. This shows the difficulty where the licensing body has no local control over education. In Ohio they have no Chiropractic College, but regulate, examine and license chiropractors.

Manotherapy is a name for manipulation by hand, which has no distinctive feature, but makes use, so its upholder states, of the good in any and all other systems.

I have dealt with the only active exponent of this in the Supporting Statement.

(See Supporting Statement "C," p. 124.)

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### GENERAL.

(See Supporting Statement "D," p. 132.)

In a report on medical education it is necessary and indispensable to realize clearly what the vital purpose of such an education is. The art of healing rests upon the science of medicine. In plain language, this means that to employ proper and effective methods in treating disease there is needed such a thorough acquaintance with the structure and composition of the human frame and its processes in health that the exact disease from which it suffers may be detected and understood and its course and effect determined.

This is only another way of saying that correct and intelligent diagnosis is the foundation and prerequisite of all successful treatment. While drugs, surgery, physical manipulation, diet and exercise all play their part in restoring normal conditions, they are only methods of applying the lessons learned from and indicated by diagnosis. If diagnosis is faulty or careless the methods employed necessarily lack precision and suitability and fail in their effect.

Ability to make a correct diagnosis is therefore the primary end of all good medical education. Diagnosis does not necessarily end when a decision has been reached as to the particular disease to be combated, for it continues during the treatment to operate with regard to each successive phase of the case. It is as vital in realizing the effect of the treatment, in detecting each manifestation of what are called complications, and in recognizing progressive improvement or the reverse, calling for a continuance or a modification of the particular treatment. In this aspect it becomes part of and is partially merged in the method of healing employed.

The second and scarcely less important end of medical education is the imparting of sufficient knowledge to enable the treatment of disease, including what I have indicated as really part of the diagnosis, to be determined and to be intelligently applied, varied or improved.

If diagnosis is not regarded as an exercise of the highest medical skill and study aided by experience, but is replaced either wholly or in part by a theory, no matter how plausible or persuasive, it necessarily precludes the practitioner from exercising the highest qualities of his mind and judgment and hampers him in expanding his experience in the light of the development of medical science and experiment.

The progress of medical science and investigation is continuous, and a survey of the changes in medical opinion and methods in the last half century, having regard to the introduction of anæsthetics, antiseptics and serums, the extent of bacteriological research and chemical analysis, and the importance of diet, exercise and cleanliness, is most striking and impressive. These necessarily enlarge the



scope of medical education into regions not originally traversed by it, and render it imperative that it should be most comprehensive and exacting if it is to include these modern imperative and enlightening studies. I direct particular attention to the very important considerations suggested by the medical practitioners in their statements before me on the 3rd and 5th days of November, 1915, as to the practical and striking results of these studies in combating and in some cases entirely preventing certain fatal diseases. These matters cannot be disregarded in creating the balance of convenience in such a vital question as private and public health and the duty of the state in relation thereto. And I have not been able to find any escape from the impression which these results force upon one's mind in weighing the advantages of the present system against what is now proposed.

I may add a definition of "modern medicine" by one of the foremost physicians on this continent, Dr. L. F. Barker, of Baltimore:

"Modern medicine, based on the application of the method of science to the study of diseases and of their cure and prevention, can give no recognition to dogma, to merely deductive systems, or to doctrines that rely simply upon preconceptions. To the medicine of to-day nothing is acceptable that will not stand the test of the scientific method rigidly applied, and anything is acceptable that will stand that test. The medicine of our time is willing to make use of facts no matter how or where they may be found. Truth is truth and always welcome, whether discovered by a worker in a science department of a university, or by a sectarian, be he allopath, homeopath or osteopath. Error is error, to be refuted, whether it emanate from a professor in the best university medical school, or from any sectarian worker. Knowledge in medicine, just as in other sciences, can be acquired in only one way—that is, by the application of the scientific method. This method consists in collecting facts carefully, in arranging them according to their similarities and sequences, in establishing relationships among the facts collected, and in epitomising them in the form of general laws or principles, the validity of which depends upon their verifiability by other trained and healthy minds. Observation, reflection, the devising of hypotheses to be tested by experiment; and observation again during experimentation—this is the endless chain of mental procedure that is used in investigation in medicine as in all the sciences. Even the representatives of the medical sects admit that the work of the first two years of the medical school in the preclinical sciences should be the same for all medical students. But why should there be any departure from the scientific method when the work of the clinical subjects of diagnosis and therapy are approached at the middle of the medical student's course? There is only one great science of medicine, just as there is one science of chemistry, one science of physics, and one science of biology. We hear nothing of sects in physics, or of sects in chemistry. Nor should we, in my opinion, hear anything any longer of sects in medicine."

In the Province of Ontario, for the past fifty years at least, medical education has, since the days of medical schools, been in the hands of the University authorities and of the College of Physicians and Surgeons, a body representative of the regular medical profession. The universities grant degrees in medicine, while the college possesses the right to fix the curriculum of study and to grant licenses to practise medicine in the Province of Ontario. The universities have provided the costly and indispensable equipment for study and research in chemistry, physics, bacteriology, anatomy and other technical subjects, and the students have had the advantage of the proximity of large and thoroughly efficient hospitals in which comprehensive and varied clinical instruction is provided.



As a result of this combined system the didactic, scientific and practical instruction has been wholly in the hands of the regular medical practitioner, and the clinical side of the student's work has been entirely dominated by modern scientific medicine, and no other system, belief or cult is able to take advantage of practical hospital study and experience. In addition to this, all public medical appointments in the Province must, by statute, be filled by registered physicians.

That as a consequence of the foregoing, any system, belief or cult, while its students may take advantage of the university training so far as it fits in with the tenets of their peculiar method, is completely debarred from clinical experience and instruction for the reason that no hospital organization permits practitioners other than those of the regular school to attend patients or give clinical instruction. To combine other systems with the one now in vogue in hospitals raises a practical question the solution of which would necessitate patients, in a hospital managed by regular practitioners and staffed with attendants and nurses trained by them, either remaining without the usual care of those in charge or being looked after by a duplicate or triplicate staff of nurses and attendants, as well as by practitioners not recognized by those in command. This I am convinced is a practical impossibility, unless patients are to be left to those who, while skilled in medical care, as it is usually understood, know little about osteopathy, chiropractic, etc.

Hence the question of the training and admitting to practice of those not taking the regular medical course of study and instruction is met at once with a serious difficulty not to be got over by argument or theorizing. This results from the fact that there is not at present in Ontario any training college or institution of an osteopathic, chiropractic (except as noted below) or drugless healing character, nor any hospital at all in which even in the most limited way clinical instruction or experience can be given or gained in the method advocated by those cults. I think this is recognized by those practising in Ontario who appeared before me.

I may here append a quotation which will be found in the supporting statement, which should be carefully pondered:

"The logical position of medical sectarians is self-contradictory. They have practically accepted the curriculum as it has been worked out on the scientific basis. They are thereby committed to the scientific method, for they aim to train the student to ascertain and interpret facts in the accepted scientific manner. He may even learn his sciences in the same laboratory as the non-sectarian . . . All physicians, summoned to see the sick, are confronted with precisely the same crisis, a body out of order. No matter to what remedial procedure they incline—medical, surgical or manipulative—they must first ascertain what is the trouble. There is only one way to do that. The osteopaths admit it when they teach physiology, pathology, chemistry, microscopy."

Notwithstanding the practical impossibility of incorporating in any real and useful sense these various cults into the system of medical education adopted in this Province, even if they were willing to be absorbed, there is no reason why whatever good exists in their systems should be lost to the public. The regular medical profession has presented its case against those whom they regard as intruders and worse, with pertinacity and force. But the most extreme in that profession, in which non-progression is almost a negation of its principles, are the product or representatives of a school which, as of old, cry: Can any good come out of Nazareth? but take no sort of pains to find out the true answer to that inquiry. They are not willing to look the thing in the face for fear that they might see

something. At all events, their attitude is and has been that of knowing nothing and wanting to know nothing of these cults. I am glad to say that they do not, in my judgment, properly represent the more advanced and open-minded of their profession. Equally so do the adherents of these systems ridicule or ignore the claims of ancient and modern medical science and practice.

I am not at all persuaded that, as to the purely therapeutic side of these systems, the position I have mentioned is either wise or right. As I see it, some of what is done by osteopaths and chiropractors, manotherapists, etc., is in practice, where needed, supplied by regular practitioners or under their direction, though in an entirely subsidiary way. The average regular practitioner has, in his dislike of what has been unauthorized, and because of the demands upon him of a very exacting and busy profession, generally shut his eyes to anything savouring of it, and so has declined knowledge and refused to progress along the lines of physical therapy. There are encouraging signs, however, due largely to the war, but also to the large-minded ideas of the younger and some of the older men, in the direction of giving to physical therapy its due place in the art of healing.

One definite feature should be fully borne in mind. It is that anyone charged with the duty of studying, teaching or using modern physical appliances or methods for the healing and alleviation of disease or disablement should be broadminded enough to make a fair and comprehensive and independent study of osteopathy, chiropractic, and other forms of manipulative treatment, so as to ascertain and fix the definite value in each system so far as it exists, and to see that that value is put to use, and thus that the public have access to it. In this way, and in this way alone, can those who honestly believe in the practice and its healing qualities be satisfied, and medical science vindicate her reputation for fairness as well as for comprehensiveness.

There is much good sense underlying a caustic remark made by Dr. A. F. McKenzie in an address to which I refer elsewhere: "The occasional formation of a medical heretical cult may thus at times do either direct or indirect good by calling our attention to some phase of truth that is for the time being neglected by us. While . . . most heretical cults are largely the offspring of enthusiastic ignorance . . . there is often a proportion of truth in their delusions. The optimistic prognosis of enthusiastic ignorance will sometimes accomplish, for the time at least, greater good than the dubious or gloomy outlook of fuller knowledge."

I have in the Supporting Statement collected from among the many I have read and heard some of the most striking statements upon the present standpoint of medical education and the radical changes which have occurred in regard thereto. I do not attempt to summarize them in the report, as they can only be fully appreciated if read in extenso.

(See Supporting Statement "D," p. 132.)

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## CHRISTIAN SCIENTISTS.

(See Supporting Statement "E," p. 141.)

The Christian scientists disclaim the practise of medicine, and rely upon prayer and faith. So far as public health regulations are concerned there can be no doubt that whatever method they adopt they should be required to conform to them, if they intervene in any way in the cure or alleviation of disease, as they unquestionably do when they become the medium for effecting the desired result. Whether they see the patient or not, or whether they merely pray for him, if their efforts or doctrine really and in practice result in eliminating the regular practitioner, either because the patient desires it or because his friends do so, then the interests of public health throw on them the responsibility for any possible mistake in the nature of the disease. They should, therefore, conform to present or future health regulations, and should, where they act for gain, be required to possess sufficient medical knowledge to recognize diseases pronounced by the health authorities to be communicable.

Subject to that, and in so far as what they do is solely an exercise or practice in good faith of the tenets of their religion, no satisfactory reason has been alleged for putting them or any church or body in the category of practising physicians. But their rights should be carefully restricted to the bona fide exercise of the tenets of their religion, and they should possess no other or different right or immunity from that enjoyed by the clergyman or minister who is called in for the spiritual benefit of a member of his communion, and whose ministrations often react beneficially on physical suffering.

It should also be provided that when a person claims to be practising the religious tenets of any church, for gain, and the practice is apart from the church building or the home of the person treated, the onus of bringing himself or herself within the exception shall lie on the person so claiming to be practising such religious tenets.

There are, according to the last municipal census given in the Assistant-Commissioner's Report for 1916, some 1,236 Christian scientists in Toronto. In Ontario it was said before me that there were 6,000.

The exception that necessities in the case of children should, notwithstanding any qualification, continue to mean and include medical attendance by a registered physician ought to be clearly maintained and explicitly stated.

A penalty of fine or imprisonment, or both, sufficiently heavy to deter people from incurring it, should be imposed upon anyone practising such religious tenets upon or in reference to any person suffering from any disease dealt with as contagious or infectious in the Public Health Act, unless before such practice is begun notice in writing is given to the local health authorities of the presence of such disease.

I have dealt with more detail, in the Supporting Statement, with the attitude of Christian scientists towards medicine and the result from a public point of view.

(See Supporting Statement "E," p. 147.)

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### THE ENGLISH SYSTEM.

I have carefully considered the suggestion as to the English system of letting anybody practise medicine without let or hindrance, subject to the provision that he must not call himself a doctor, nor collect fees. I have also had brought before me what is called the Wisconsin idea, i.e., that a jury shall, in all cases, and upon the evidence of experts or practitioners in that particular school, say whether what was done was an improper method of practising medicine.

I have not been able to reach a conclusion that either system is possible in Ontario. Almost all the states of the American Union, and all the provinces of Canada have their medical laws determining the status of those who practise. If Ontario were to throw down the bars and admit everyone to practise here, it would inevitably get the riff-raff of every community on this continent dumped upon it. Besides this, such a law would be a reversal of the policy pursued here for so many years with, at all events, considerable and in recent years conspicuous success, so far as scientific results are concerned.

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### DENTISTS.

(See Supporting Statement "F," p. 150.)

The School of Dentistry established by and under the control of the Royal College of Dental Surgeons of Ontario is, so far as I can judge, fulfilling its function satisfactorily. Its profits are large, and are paid over to the Royal College, which, in my judgment, needs no such yearly surplus as it at present has and as it will receive in the future.

The recommendation I make is one which will, I have no doubt, appeal to those conducting the affairs of this profession, and it will, if carried out, enable the university and hospital authorities further to assist in the education of the dental students. It is, that the net examination fees be paid over to the University or Universities aiding in the necessary medical education of dental students, to be spent by the medical faculty in providing increased facilities of and equipment for medical education.

I have also set out and discussed the financial statement of the Royal College in the Supporting Statement, and have there given my reasons for this recommendation.

(See Supporting Statement "F," p. 150.)

## OPTOMETRY.

(See Supporting Statement "G," p. 154.)

Optometry stands upon a somewhat different footing, if regarded from a medical and educational standpoint, from those already considered. While it is quite true that the fitting of glasses may be based in some cases upon a misapprehension of the causes of the defective vision, there is no doubt that defective vision owing to natural causes such as old age or defects in the physical structure of the eye may be greatly helped and relieved by the use of proper lenses. It would seem unreasonable to make the many suffer for the few unless some overriding consideration is at stake. It is quite possible to insist upon adequate education in physics and optics, apart from a complete medical education, so as to enable those possessing it to measure and design the lenses required for defective eyesight in ordinary cases. In the instances where the effect is based upon other causes than those usually found to exist, the procuring of glasses may, by affording temporary relief, postpone to the patient's detriment the treatment properly required, but these cases are comparatively rare. This difficulty can be met in large measure by adding to the course in physics and optics sufficient instruction in medicine to enable abnormal conditions to be distinguished either at once or speedily, and sufficient protection may be afforded by a provision to this end in any legislation affecting what is called optometry.

In view of the limited specific attention paid to the subject in the universities, and the neglect by the majority of the medical profession of the mechanical refracting branches, as detailed in the Supporting Statement "G," and of the fact that the optometrists have provided no education worthy of the name of their students, and because Ontario is surrounded by 36 States and four Provinces duly regulated, there is much reason to fear that there is truth in the remark made before me that optometry is in a worse condition in this Province than in any Province of Canada or State in the American Republic.

It is easy to see how that may result in its becoming a dumping ground for those unable or unwilling to qualify under the various foreign regulations.

It appears that there are about 900 calling themselves optometrists in Ontario, of whom 100 practise in Toronto. In Toronto, the regular medical practitioners number 254, of whom about 28 are doing refraction work. In smaller places the proportion is much less—the details are given on p. 428 of the evidence. There are in the whole of Ontario 65 medical men who have so far specialized in the eye as to have taken a post-graduate course. This, of course, had to be taken out of Ontario.

I was not able to elicit any satisfactory answer to the question of what actual training was given to students in the University here. The utmost I could get was that what was afforded was a "good ground work" or "fundamental knowledge" with ability to prescribe for the correction of ordinary optical defects, with practical instruction after they began to practise.

The ground seems, however, to be much cleared by the statement of Dr. R. A. Reeve, whose experience in this department would lend great value to his opinion.

Speaking of the benefit to intending students of association with those now practising optometry, he added:

"Then if they wished to have a superior course, approximating to that given in Columbia University, there is, for example, the fine Technical School in



Toronto, which the principal, Dr. McKay, assured me personally would provide all necessary facilities for high-class instruction in optics, theoretical and applied. And in regard to certificates and licenses, a certificate from Principal McKay won by students taking such a course and the necessary examination would carry weight anywhere in the country, and would meet the requirements of the license to practise as an optician. That, sir, is my solution of the difficulty."

In this view Mr. Maybee agreed, saying:

"We are perfectly in accord with most of what has been brought out by Dr. Reeve. We are in accord with the view that the University or the Collegiate Institutes should have such a course, so long as it is kept as a course in optometry. We do not want to go into medicine."

An examination of the returns sent to me by the members of the Optometrical Association of Ontario discloses the following information and points strongly to the practical absence of any scientific educational course having been taken by the majority of those now seeking legislative protection.

Out of 123 who have made returns and who, out of the whole 900, appear to be those who have endeavoured to make progress, it appears that only 36 have attended any colleges except the so-called and elusive institutions existing from time to time in Toronto. Even in these cases the dates and in some cases the length of time given indicate that the courses when taken in foreign colleges were for the most part most fragmentary in point of time. Nor have I any way of gauging the standing of any of them except that 11 have taken correspondence courses, and 66 depend upon private instruction and books. There are 9 practising in Quebec Province.

As to experience, the data given is not clearly confined to actual optometrical practice; it is associated in many cases with the sale of jewellery. However, giving it its best aspect, it will be found that there are in Ontario 30 whose experience goes back beyond 1900, and 46 of those beginning between 1900 and 1910, and 18 after 1910. So that the bulk of the members of the association have not had any modern optometrical training except where their practice or their ambition required or prompted it. As to the remainder who have remained in the background, it may be presumed that had they come forward they could not have bettered the showing.

It is clear from what appears in the Supporting Statement "G" that in a medical education there is not sufficient specific instruction in this branch, and that this is well recognized professionally. This should be remedied. In Ontario there are only 65 medical men who specialize in ophthalmology, while there are now 900 practising optometry.

Apart from the university courses, which are part of the regular medical course and occupy several years, there is no sort of instruction provided for those desiring to be optometrists, except such as is afforded by a course offered by Mr. Maybee, himself an optician in Toronto. Manifestly, there is a great lack of efficient and scientific preparation, and any move towards granting what is sought by the optometrists must subject them to much greater efforts than they have hitherto been making.

I see in this, however, no reason why optometry should not acquire a definite status if it is willing to do so at the cost of such a liberal education as will fit its practitioners for their work.

There are ample facilities at hand. The Universities of Toronto and those of Kingston and London, if necessary, and the Toronto Technical School, can evolve such a course and so provide its mechanical requirements as to secure: (1)



Sufficient knowledge in medicine to detect disease in the body, disclosed or indicated by the eye;

(2) Sufficient acquaintance with the physiology and pathology of the eye itself to recognize local diseased conditions;

(3) A thorough knowledge of practical optics and refraction.

This course might well be a 2 years' course, either coincident with a general medical course or apart from it, except so far as it bears on the objects above indicated, and intended to be covered by it.

I find that the optometrists are practically united and unanimous in their views, and they appear willing to co-operate in raising the standard of their own education. I believe what they want can be granted without detriment to present or future medical ophthalmological education, provided always that they are willing to accept the proposed course and standard. The aim of that course is not to make doctors, but refracting opticians, and to secure the public against eye glasses being substituted for medical or surgical treatment. This last safeguard can only be secured by the possession of a medical education sufficient to enable a limited practitioner to detect diseased conditions, which he should then refuse to treat. It is one instance where a particular organ of the body requires special mechanical aid which may be supplied by those not entirely skilled to treat disease, provided they are not ignorant that disease may exist and may be evidenced by that otherwise sound organ.

So far the optometrists have not provided proper educational facilities for themselves or their students, and their acquisition of any separate status should depend entirely and absolutely on their loyal adoption of the medical course which I have indicated.

With regard to those at present practising it should be provided that they should within 6 months pass the examination provided by the means I have suggested in the Supporting Statement, in which case they would be entitled to a license.

(See Supporting Statement "G," p. 154.)

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## NURSES.

(See Supporting Statement "H," p. 161.)

The whole subject of nursing and the training of these indispensable aids to the physician has caused me a great deal of study.

The situation is such that thanks are due to the nurses themselves and to the hospital authorities for the high position occupied by nurses trained at many training schools in Ontario. The weakness is one due to want both of co-ordination and the standardizing of preliminary and professional education. While nurses trained in large general hospitals, sanitarium, children's hospitals, etc., become extremely efficient in matters which their experience covers, the fact remains that each suffers a lack in some one or more departments of nursing which cannot be made up in Ontario. For instance, a nurse in our Isolation Hospital may never see a case of purely nervous disorder, and one in a sanitarium may know nothing of the diet and care of an infant. The missing experience has to be sought elsewhere, because there is no provision for it in Ontario, and it is to be

found in the post-graduate courses in the United States, where so many of our nurses go, and, having gone, remain permanently.

Every effort should be made to prevent this, and to do so will need a very careful survey of the conditions existing in Ontario. But the remedy is clear, and that is co-ordination between and standardization of all hospital training schools, great and small, and whether devoted to infectious diseases, children's cases, tuberculosis, nervous disorders or general practice. In no other way can the lack which each individual nurse suffers be made up. The smaller hospitals could give fundamental training in science, while the larger might give the varied but essential experience in different departments.

I am glad to say that the Department of the Provincial Secretary and the nurses themselves are alive to the difficulty at present existing, and the Assistant Provincial Secretary, when before me, suggested an amendment to the present Act which will cover every hospital and will pave the way for the needed co-ordination or inter-relation of each one to the other.

But further than that, the practical difficulties in the way, which I have dealt with in the Supporting Statement on this subject, will have to be earnestly studied so as to afford such a solution as will not interfere with the effective carrying on of large and small hospitals. Whatever is done, it must not be lost sight of that nurses are now taking their places as experts in their own field, and should have much to say as to the plan ultimately adopted.

Provision should be made for a uniform preliminary educational qualification, as well as for a standardized and comprehensive professional training, with outside inspection and strict examinations. And in this some way must be found to enable the student nurse in a small centre to be shifted to larger and more varied surroundings, and for those in general practice to study at special institutions, and *vice versa*.

The course of study has been suggested by the Graduate Nurses' Association, and will be found at p. 167.

A Council of Nurse Education is also advocated. This is a matter of detail which is, however, most important in view of the apparent necessity of inspection. This necessity arises from the conditions which are found to surround the nurses in small and in some larger institutions.

The amending of the Statute now in force in Ontario, so as to include all hospitals and its practical carrying out, is urgently needed in order to reach a proper standard in the education of nurses.

Provision should be made for some uniform preliminary education before entrance to the training school, uniform curriculum, teaching and examinations, constant inspection of training schools, the maintenance of a proper standard of equipment and facilities, and the granting of diplomas showing qualification attained.

This law or regulations under the present Act to carry out these desired steps can easily be framed. But there are some practical difficulties to be faced in the matter before a perfectly self-contained system can be produced. One of these is the fact that there are in many places only small hospitals, where the nurse's experience gained is somewhat limited. The training of nurses in children's hospitals, isolation or tuberculosis hospitals, and in hospitals in insane asylums and sanatoria is all more or less specialized and results in a deficiency in some respects. Then, again, the nurses in large general hospitals may fail to get experience in children's or in nervous and mental cases.



To meet these deficiencies nothing can be done except by shifting those in training to places where their particular lack may be made up. This cannot be done without co-ordination and standardization, and indeed without what may be termed affiliation under proper and practical regulations. Matters should be so arranged that each nurse during her period of training should cover each phase of nursing experience, and if each training school had the same standard the transfer could be accomplished, if the schools were properly inter-related, without detriment either to the institution, the student or the patients. There are no doubt some things that will have to be overcome—as, for instance, the inability of certain hospitals and institutions to take in additional or outside nurses for the purpose of special training. In the Sick Children's Hospital in Toronto, where infant feeding and the preparation of food constitutes a special department, it is not possible to take in and teach more than are needed as student nurses for the hospital itself, which treats about 3,000 children per year.

As against this, it is pointed out that in Toronto there exist Infant Homes, Houses of Providence, etc., where there are children's wards, and where such training could be given if the matter were taken in hand. I may add, too, that there is no reason why the course in dietetics, both for adults and infants, in the Toronto Technical School should not be utilized to enable nurses to fill out or add to their knowledge in that respect.

I may point out that the really serious nature of the want at present existing for filling up or completing a nurse's training is that there is no post-graduate course here at all, and the nurses who want an all-round training must go to the United States for it, with the result that very many of them stay there, and are lost to Canada.

Another matter which has come up is the application by the Graduate Nurses' Association of Ontario for legislation which would, in my judgment, in effect, give them such a status in Ontario that they would virtually exclude all others than their members from profitable practice. Thinking this undesirable from a public standpoint, I have thoroughly examined the subject in order to ascertain whether there was a present danger of excluding nurses who could not qualify for this association, and whether there was or was not likely to be a class outside graduate nurses whose services in a public or private capacity should prevent any monopoly being granted to any one class.

I find that there is a very distinct need for a nurse not trained fully in a public hospital, yet the tendency is rather to insist upon public hospital training as an essential qualification not merely for ward and hospital work in all its branches, but for public health and sanitary work, welfare work and duty in sanatoria. But there does exist a complete want of special education in Ontario for those various avenues of work which I have just mentioned, as well as for the practical nurse; and in consequence there is a far greater lack of nurses for each of those departments than there should be, considering how much good such nurses can do both in a large city and in small centres of population, as well as in rural districts where the services of a medical man are not readily available and are often absent altogether.

The question is, therefore, not whether a monopoly will be created, but how to so arrange that the registry will be conducted so as to be available in all localities with such complete information as will make it valuable to the public.

This can only be done by Provincial authority, which has, in the *Hospitals and Charitable Institutions Act*, taken power to train nurses in Provincial establishments, and who might well add to that a registry for nurses. This registry



should include and classify all nurses, having regard to their education, training or special work, and should so provide that if it should be found at any time possible to supply such a lower class as I have mentioned it might secure a special registry. This register should be so arranged as to cover the whole Province, and registration in it might be made permissible through the local Health Officers, so that each locality would be furnished with knowledge of its equipment in that respect. This registration should be renewed annually, or biennially, upon a declaration showing that the nurse is still employed in her profession, and where. This will enable a check to be kept on those who leave the profession, or fall behind, and then want to take it up again without having kept themselves up to date.

The training of nurses in public health work and sanitary science, and in what is called welfare work, can best be done in large centres such as Toronto, London, Kingston and Ottawa, and could, with great advantage, be added as a post-graduate course to the Department of Social Science of the University of Toronto, aided by the complete and admirable equipment of the Toronto Technical School. It is indispensable, however, that those who learn should, by arrangement, go with the present public health nurses upon the ground covered by them and learn practically as well as understand theoretically.

With regard to the incorporation of graduate nurses, I see no objection to what they ask, provided the word "registered" is kept for official use, and further, that anyone officially registered, other than those specially registered as practical nurses, should be eligible for membership in the Graduate Nurses' Association or other nurses' associations, all of whose by-laws as to qualification for membership should be subject to the approval of the Lieutenant-Governor in Council.

With regard to what is called the "practical nurse," i.e., one without hospital training, I was glad to note the remark of Miss Gunn, the very efficient head of the Toronto General Hospital training school for nurses, at a sitting of the Commission:

"I do not think anyone in the community realizes more than the graduate nurses themselves that the practical nurse has a place in the community; she has a work to do for which graduate nurses cannot be supplied, because we have not enough nurses. We are very glad to have the practical nurse, to have her do the work that she is able to do."

This is the modern view, as stated by Miss Goodrich, Assistant Professor of the Department of Nursing and Health, in the Women's College, Columbia University, New York. In New York there are two institutions giving this practical training, and Dr. Bradley, General Director of the Murray Thompson Fund, Boston, has been working on the problem for years.

I may, in this connection, call attention to the statement of Miss Carson, the head of the Detroit Home Nursing Association, herself a Canadian and graduate nurse, who is in charge of a successful institution for the training and employment of practical nurses. This, and some kindred institutions also in the United States, employ and teach women of all ages and classes, who are unable to take hospital training, to do those simple but indispensable and practical offices which are so helpful in a sick room and for a sick person.

The graduate nurse at the head of the institution instructs these women in the ordinary professional and technical methods of dealing with cases which are under medical care but which do not require or cannot afford a professional nurse.

Miss Carson's account of the work done and its success is well worth considering from the standpoint of public health and welfare.

The fees of graduate nurses are in no way subject to regulation. I think that is a matter which might be fixed or approved by the authority which registers and classifies the nurses.

I cannot pay too high a tribute to the views taken by the nurses on the subject of education for their profession, and to the way in which their case was presented; and I am confident that the suggestions that they make will be in the direction of better standards and improved correlation of the various training schools.

Anyone really interested in the subject of nursing and its proper organization and efficient working under modern social conditions, will find in the Supporting Statement much of interest. I may refer particularly to the report of the committee appointed by the American Hospital Association, of which the late Dr. Bruce Smith was a member, and to the explanation of work like Miss Carson's in Detroit which is found therein.

(See Supporting Statement "H," p. 161.)

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## RELATIONS OF THE UNIVERSITY OF TORONTO AND THE COLLEGE OF PHYSICIANS AND SURGEONS IN ONTARIO.

These relations have been exhaustively discussed in one respect, i.e., the claim of the University of Toronto to have its degree recognized as entitling its holder to a license to practise medicine in Ontario.

The controversy has called attention to two facts: one, the acceptance by the College of Physicians and Surgeons, of the University examinations in all the highly technical subjects, reserving only medicine, surgery and obstetrics, three somewhat general subjects; and the other is the very great difficulty and expense in the way of standardizing the educational results of university training except by control of the curricula and independent examinations.

The comparatively small, though not neglectful, part which, in my judgment, the College has taken in initiating changes in the University curriculum of medical study and the slight hold which is given by an independent examination in only three, though most important, subjects, leads naturally to a consideration as to whether the University claim is not well founded.

This is put forward in this way by the President of the University:

"Although the College of Physicians and Surgeons of Ontario is not a teaching body, yet its Council fixes and determines the curriculum of studies to be pursued by every student who desires to acquire the right to practise medicine in Ontario, and the University of Toronto is required by the statute to observe and teach that curriculum.

"The Medical Faculty of the University is made use of by the regulations of the Medical Council for the teaching of students without any contribution towards its cost, yet its students and graduates, notwithstanding their long course in the University, and notwithstanding the proofs of qualification they may have given by their examinations and by their diplomas, are not recognized as possessing any such qualifications, but they must follow the same course, for the same length of time, and submit to examinations as if they had not had the advantages referred to."



"The conditions in the Province with respect to medical education which called for the creation of the Medical Council, and the vesting in it of powers to determine the qualifications of those seeking to practise medicine, have radically changed. Now there is the great Medical Faculty of the University of Toronto, part of a State institution having only the interests of education at heart, and not influenced by any considerations of private gain, and fully equipped to impart medical education and determine upon the qualifications of candidates for its degrees.

"The Board of Governors is of opinion that the position in which our great Provincial University is placed by the existing legislation upon the subject of medical education is harmful and humiliating and against public interests, and the Board earnestly contends that the degree in medicine granted by the University should entitle the holder to registration and to license to practise, without further study or examination, and in support of this contention the Board must refer to the exceptional position in the Province held by this University. In doing so, the Board wishes it to be understood that no criticism of any other university is made or intended."

These demands, if they can be properly so-called, seem at first sight to be not unreasonable. Indeed, they have been, in fact, in the working out of the relations of the University of Toronto and the College of Physicians and Surgeons, largely acceded to. But this has not been done in such a way or to an extent sufficient to remove the disability from which the University contends it suffers.

The question, however, really raises larger issues than the statement made in behalf of the University actually covers. These may be summarized as follows:

(1) Is it necessary to maintain the present examining Board separate and distinct from the University faculties?

(2) If the claim of the University of Toronto is granted, should the other universities be similarly treated?

(3) Is it practicable to do away with the examining Board and substitute therefor a system of inspection so that a license can be granted upon the production of a diploma from one of the universities?

(4) If a separate examining Board is retained, is the present composition of the Medical Council and its relations to the University satisfactory?

In the present condition of affairs the College of Physicians and Surgeons promulgate the curriculum, approve of the university and college which alone the student can attend, and then finally examine for license. This throws all the burden of providing equipment, staff and buildings upon the Universities. These institutions not only teach but examine for degrees. It is at this last point that some relief from a double examination is given to the student, because the College of Physicians and Surgeons adopts for license all the faculty examinations for degrees except in three subjects, i.e., medicine, surgery and obstetrics, and in these it conducts its own examinations.

These three subjects are very extensive, and an examination in them may and does take a wide range. But even if their extent were comparatively narrow, they would nevertheless prevent the faculty examination for a degree from being the sole passport to license. And this very reduction in the factor of difference between the two examinations forms a very natural argument against the necessity for its retention. It eliminates, of course, much objection from the student point of view, but the University of Toronto contends that it places it in an inferior and subordinate position which, in its contemplation, it should not occupy in view of its standing, the thoroughness of its training and examinations.



In its broadest aspect, such a contention naturally suggests a comparison with the British system and that followed in the United States. The British method is thus stated in the memorandum submitted by the University of Toronto:

"In Great Britain, a degree in medicine of any one of fifteen Universities there is recognized as entitling the holder to registration and to a license to practise. The plan in force in Great Britain respecting the admission to practise and the rights conferred by the University degrees is the following:

"The General Medical Council of Great Britain consists of representatives from 24 teaching and formerly licensing bodies, of which 15 are universities, also 3 representatives elected by the medical practitioners registered in England, one representative elected by the medical practitioners registered in Scotland, and one representative elected by the medical practitioners registered in Ireland; in all 29.

"The candidate for a professional course in medicine passes a matriculation examination, the standard of which is fixed by this General Medical Council, and must register with the General Council within 15 days of commencing study and spend five sessions of eight months each at an institution where the standard is assuredly maintained under the inspection of the General Medical Council.

"The General Medical Council fixes the standard of proficiency, and it is their duty to secure the maintenance of such standard in all teaching institutions mentioned. For this purpose inspectors are appointed in such number as the Council determines, and these shall attend, as the General Council may direct, at all or any of the qualifying examinations held by the bodies aforesaid. Thus the medical degree granted by one of the aforesaid universities whose standard has been approved by the Inspectors of the General Medical Council qualifies the student for a license to practise."

In the various States comprising the American Union the almost universal practice is to constitute one independent board for examination and license. This is the case in all except seven, these being Arkansas, Connecticut, Delaware, District of Columbia, Florida, Louisiana and Maryland. And, speaking generally, it is a feature of their system that the fees received for examinations and licenses support and pay the Boards without State assistance.

In Canada, Alberta, Saskatchewan and British Columbia have Medical examining and registering Boards elected by the profession.

In Manitoba, the University of Manitoba examines, and the Council elected by the profession licenses.

In New Brunswick and Nova Scotia, the Board which examines and licenses is partly appointed and partly elected.

In Quebec, the Provincial Medical Board consists of 41 members, of whom 35 are elected, and 6 are appointed by the medical faculties of McGill and Laval (Montreal and Quebec) Universities. They regulate the admission to the study of medicine and license to practise.

The subjects of study are fixed by statute, and the curriculum is a matter of agreement between the Board and the faculties of medicine.

In dealing with this suggestion of the University of Toronto, it must be borne in mind that the present system of licensing is carried on without expense to the Province, except in so far as the Provincial Government aids the University by an expenditure large in amount which is almost wholly due to the desire of the Government to secure by proper equipment and an adequate teaching staff the essentials of a proper medical education. Any change in the direction of inspection must confine itself to the appointment of inspectors to be present at

the examinations (as in England), or must extend to inspection of buildings, equipment and teaching methods. Whatever additional method is adopted it is bound to produce a further expenditure which must fall either upon the students in an increase of fees, or upon the Provincial revenues.

Furthermore, inspection must extend over all five years (or possibly six) of a student's course, and must therefore be placed in most competent hands. If inspection extends to the buildings and equipment, and the methods of training in all the years, it will demand most minute, painstaking and continuous work, if it is to be of any value, and its difficulties will be immensely enhanced by the fact that clinical and laboratory work form a most important element in a modern medical course. This would demand from an inspector qualities not only of extensive experience but trained powers of observation almost requiring continuous attendance in the hospital and laboratory. It is bound to involve a very serious increase in expenditure.

The British system is the natural outcome of the conditions which prevailed there for so long, and still obtain, owing to vested rights and traditions having to be considered in dealing with old-established institutions.

The British General Medical Council has nothing to say as to the curriculum of medical studies, herein differing radically from the Ontario Medical Council. It must register all those who present a medical diploma from a university, or a certificate of admission to membership in any body authorized to license practitioners of medicine and surgery. It has, however, the right to be present at and inspect the examinations. But there its legal powers stop. It can only protest, first to the examining body and then to the Privy Council. This latter body might disallow the examination, or close the school.

But the General Medical Council, by the use of the element of publicity, has been able to exert a very considerable influence. Its power, continually exercised, of reporting against examinations, including those which are not based upon a proper course of study, has resulted in the establishment of, at all events, a minimum curriculum.

In addition to this, it has endeavoured to bring about a general agreement among the various bodies, and has, in the main, succeeded. But as some of these bodies are not teaching but merely examining institutions, although in a legal way related to the teaching colleges, there is yet a very distinct lack of supervision over both preliminary and premedical education, and medical education itself.

The real and vital situation which this state of affairs produces is that the pressure can only be exerted in relation to the examinations, and only reacts upon the actual training of the student in proportion to the value set by the teaching body upon the ideas of the critics who inspect the examinations.

The ideals which must enter into the conception of proper, systematic and sufficient education must first take root in the teaching bodies themselves. Then the examinations will reflect and exhibit the high standard instead of being only a disclosure of how far the training has or has not been upon a proper basis. They, however, occur only after that training has ended. If the teaching body has advanced beyond the examining body, the examinations will be a hindrance and not a help towards a high standard.

The request of Toronto University has its real origin, I think, in the fact that the Ontario Medical Council has failed to keep up with the extraordinary and marked advancement which the Medical Faculty of Toronto University has evidenced in relation to medical education.



The high position it has taken has been known to those engaged in its service, and has been recognized by the medical profession and the public. But this was brought into due prominence five years ago, when, in an unofficial but searching examination by competent outsiders, it was ranked as equal to the greater medical faculties of the universities of the United States. This eminence was due to generous Governmental aid, and to the ability and devotion of the staff of the University, but it was not, after all, a sudden rise. It was the result of much patient work and thought, extending over many years, the effect of which was only fully recognized when the opportunity of comparison arose.

The reason the Ontario Medical Council has not kept pace with the University of Toronto is partly due to its composition, and somewhat to the undue emphasis placed on its representative character, and also to the inherent lack of executive power to which a mere examining body is condemned.

But while this is true, it undoubtedly possesses the right to fix the curriculum, and to examine, both of which powers the British Council lacks. It has, however, apparently contented itself with accepting the examinations in the subjects in which chiefly the marked advance has taken place, and limited its interference to general subjects in which that influence is less definite and which lend themselves more to average knowledge than to scientific development.

The income of the Ontario Medical Council is very large and has led to an accumulation of money, the expenditure being chiefly payments to the members of the Council and its examiners.

I cannot avoid the conclusion that if the Council had more largely appreciated its opportunities, it could in the past have rendered an immense service to medical education in endeavouring to standardize the training and education in all the universities in Ontario, and in other directions.

The task in Canada which has been undertaken in the United States and in Canada as well by a voluntary association would, if it had commended itself to the Ontario Medical Council, have helped to accomplish great results and have assisted in elevating the standard of equipment, the lack of which has retarded progress in two of the universities. It would also have seconded and perhaps directed the efforts of the Government in its endeavour to assist all three universities.

I have said that the Council has been handicapped by its composition. It consists now of 29 members, of which 18 are territorial representatives. It was resolved in 1914 to reduce these to 10, but the required legislation has not been passed. This reduction would give one representative to each territory comprising 300 practising physicians.

There are also three representatives from the universities having medical faculties, Toronto, Queen's, and Western Universities, and members chosen by the University of Trinity College, the Ottawa University, and the Universities of Victoria College, the Royal College of Physicians and Surgeons, Kingston, the Toronto School of Medicine, Trinity Medical School, Regiopolis College, as well as by every other university college or body in the Province now or hereafter authorized to grant degrees in medicine and surgery, and which maintains to the satisfaction of the College of Physicians and Surgeons of Ontario a medical faculty in connection therewith. There are as well five homeopathic members.

The size of the Council, and the preponderance of outside members on it, while insuring representation of all localities, makes it, by reason of its cost, impossible to hold many meetings. The special and general meetings lasting two and four days in 1914-15 cost \$2,334.65 and \$3,728.00, respectively.



It is evident that any concerted and continuous action must be almost unattainable on the basis of one or two meetings yearly; that is, if any matters requiring thorough study and consideration are to be undertaken. In 1914-15 there were five executive committee meetings and one meeting each of the legislative and discipline committees. The personnel at the executive committee meetings was made up of three Toronto and three outside members.

Another drawback in the way of the Ontario Medical Council has been the fact that being a body representative of the medical profession at large it has naturally selected the majority of its examiners from practitioners in the various localities which go to make up its constituency. This tends to subordinate qualification to place of residence. It must be evident that it is impossible to secure in that way men who are equal in experience and study to those whose opportunities, due to the proximity of laboratories and clinical facilities on a large scale, have resulted in a wider degree of knowledge of and acquaintance with the rapidly advancing methods of modern medicine.

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In the request preferred by the Toronto University, the Western University concurs, while Queen's University prefers the present method of an independent examination by the Ontario Medical Council.

While I recognize the force given to this request from the facts which I have mentioned, I am far from convinced that it should be granted. It is true that in England the degree of a recognized university carries with it the right to be licensed; but the conditions under which that state of affairs arose do not obtain here. If the independent examination were omitted in favour of our universities without some supervisory provision, it would be impossible to secure uniformity of standard. It seems to me that that can only be accomplished, having regard to our present system, by reforming in some way or accepting the present duplication of examinations.

The system adopted in the Province of Quebec is that two of the examiners are selected from the faculties of McGill and Laval, with the addition of one appointed by the Provincial Board, and provision is made that the result of the examinations will qualify for practice within the Province. If a student desires to take the university examination only, so that he may practise, not in Quebec, but elsewhere, he is not obliged to take the Provincial Board examination, but having graduated at the university he may go to some other locality where his degree will give him a standing depending upon the regulations there in force.

There are peculiar conditions in that Province which may make that a desirable thing, but they do not all apply here. To my mind, the primary benefit of an examination in which an outside body participates is that it affords some guarantee as to the maintenance of a common standard. Apart from that element, I do not doubt that an examination of its own students by the members of a medical faculty will be a far more real test of individual knowledge, both theoretical and practical, than one conducted by outsiders.

In the present case the working out of the system in vogue seems in an unusual way, and perhaps accidentally, to cover more than such examinations generally do in regard to the maintenance of the common standard.

There are three examiners appointed by the Ontario Medical Council, and the remaining three are nominated, one by each university. These six examiners work in groups of two, so two or four out of every six students in any university find themselves examined by one from another university and one representing the licensing body. And each university acquires for itself, through its representative,

knowledge of how the others are doing as evidenced by the demeanour, knowledge and quickness of the students as well as by a personal view of the surroundings and equipment of the other universities.

Both these kinds of information are most useful in keeping up an intelligent interest in the work of each foundation, and if an independent examination is to be maintained at all, I do not see how it can be improved upon.

I think it would be most unwise for any university to give up any part of the control of its degree—giving power, such as would be involved in allowing the Ontario Medical College to join in the examinations for degrees, even though by so doing it might do away with a second examination.

This, however, is a matter for the universities, and if they prefer to adopt the Quebec system there is no objection to that course being taken.

The present system gives to the universities, both theoretically and practically, an equal voice in the examinations for license, so that none can be discriminated against.

But I think the universities should have, if they desire it, some right to be heard with regard to the fixing of a curriculum which they are bound to follow, and it would be proper that any proposed changes should only come into force if approved by Order-in-Council after due notice to the universities, unless agreed to by the senates or governing bodies in these institutions.

My views in regard to this subject are in harmony with what I understand to be conclusions of the Report of the Royal Commission on University Education in London, England, dated 15th May, 1911. Its findings on the subject of examinations, under conditions which on this point are quite analogous to ours, are given thus:

“In the Faculty of Medicine, as in other faculties, the aim of the university, as far as regards its students, is education. Examinations are a subsidiary function which can never take the place of education, and may very easily injure it. We think that in the university medical colleges, as in other constituent colleges or university departments, the examination of the students should follow the teaching, and with this end in view, should be conducted by the teachers, that is to say, by the head of each department, and, under his direction, by other teachers in the department, subject to the supervision of two assessors appointed by the faculty and associated with the teachers in the examination. We think it of the greatest importance in medicine as in technology that the record of the student throughout his course should be one of the chief factors in determining his graduation, and provided a true Faculty of Medicine is established we see no difficulty in arranging for this. The faculty would prescribe in general terms the standard of knowledge required, but the professors would interpret for themselves the general regulations of the faculty with regard to their own branches of study, and lay down the courses of study to be followed in their departments. It is necessary that the course of study for a medical qualification should cover such a range of professional knowledge as will be a guarantee to the public that the man who is legally qualified is actually fit to practise medicine. In the professional subjects of medicine, surgery and obstetrics and gynæcology it is, therefore, practically certain that the faculty will always prescribe a range of study for the university degree, which, of course, may go further than what is required for qualification, but will in any case be sufficiently wide to cover that field. The examination of university students should in this faculty as in others be conducted by their teachers, with the assistance of



assessors. The protection of the public is provided for, as in the case of all qualifying examinations in medicine, by the inspection of the General Medical Council

“We have already pointed out (cf. paragraphs 83 and 85) that the educational significance of merely passing an examination can never be very great, but what significance it has is wholly due to the care with which the examination is related to the actual course of study followed by the candidates. This is a matter for educational experts—for teachers, not for persons whose only qualification is that they have passed this kind of test themselves. When the actual facilities for study and the means of education at the disposal of the candidates are unknown, as in the case of external examinations, the relation of the examination to the actual studies pursued can be only a more or less rough approximation. For that reason the percentage of failures in an external examination is always relatively high. In these circumstances it is clear that the best kind of examination for external candidates is one which is based upon the average studies of a group of students whose means of education and facilities for study are known and are of the same kind as those most generally available for the external candidates. Such an examination we have provided for in the general examinations to be conducted jointly by the teachers and external examiners for students in schools of the university.”

In the paragraphs adverted to in the foregoing, reference is made to the real end and aim of education and of examinations as related thereto.

I append some extracts from the sections:

“It is obvious that the tests imposed ought to be designed for the purpose of affording sufficient evidence that the object has been attained which is certified by the degree. Two things, then, must be kept in view in fixing what the tests should be. First, they should be fair tests affording sufficient evidence of what they are intended to prove; and secondly, they should not interfere with or injuriously affect, but should, if possible, assist the education which it is the real end of the university to give. In English universities the main test employed is that of examination. We must, therefore, consider the question how far that test affords sufficient evidence of a university education (1) when conducted solely by external examiners, and (2) when conducted largely by the teachers of the students examined; and how far in each case it is injurious to the real education of the student or can be made to assist its ends.

“On the external side of the University of London, which continues the system of the old university, the only test imposed is that of examination, and the only condition for securing the education of the student is the lapse of time between the examinations, during which he may apply himself to study on the lines of a prescribed syllabus, with or without instruction. Such examinations are necessarily conducted by examiners who, except by accident, have had nothing to do with the instruction of the candidates, and the questions must be so framed as to be fair to candidates who have been entirely dependent upon private study. What, then, does the examination test? All that is provided by a syllabus, and all that the examination can profess to test is a knowledge, at the time of the examination, of the subjects prescribed by the syllabus, because the candidate may get his knowledge in any way he likes. He may work hard and well, and he may have the best instruction, but the test of the examination affords no sufficient evidence of this. As far as it tests his knowledge or information alone, it can obtain evidence only of memory, and not even of lasting memory, because, in the case of some subjects at any rate, cramming is the most successful way of preparing for the test, and it is



notorious that a good coach can enable a candidate even to dispense with cramming more than fragments of a subject prescribed. In some subjects the questions are more in the nature of tests of capacity than of memory, but, as Mr. Hartog points out, in order to afford evidence of capacity the standard of marking in the case of these subjects would need to be much higher than in the case of tests of memory. Whether it is reasonable or not to accept thirty per cent. of the full marks when you are testing memory, it is clear that if the question is intended to test a candidate's capacity to do a thing the percentage of marks required ought to be much higher. 'A boy who can only do right five addition sums out of ten cannot add. A person who reads a thermometer accurately five times and inaccurately five times cannot read a thermometer. A person who understands nine-tenths of the words in an easy passage in a foreign language, with or without the use of a dictionary, but is at sea in regard to the meaning as a whole, has not brought his knowledge of the language to a useful point.' No doubt the successful candidates for external examinations have to work hard. We do not suggest that the examinations are easy to pass; the large percentage of failures is sufficient evidence that they are not. But the large number of failures also proves that a wide syllabus of prescribed subjects, with an external examination as the test of the information acquired, inevitably tends to uneducational methods of work, and that far too many of the candidates are only 'having a shot at it.'

"Even in the case of a true university where the students have had the opportunity of obtaining a university education, a purely external examination conducted by examiners who have nothing to go upon but the syllabus prescribed for the course of instruction, can afford nothing more than we have already described. But the failure will be greater; because the object is not to test the knowledge of candidates at the time of the examination, but whether the students have profited by the opportunity they have had of obtaining a university education. Hardly anyone now defends a purely external examination as a proper test of university teaching. The University of New Zealand, one of the last of the universities to retain this form of examination, adopted under the influence of the old University of London, is at present agitating for reform.

"But examinations, even when conducted by the teachers of the university, and based upon the instruction given by them, ought not to be the only tests for the degree. It is not right that the work of years should be judged by the answers given to examination papers in a few hours. It cannot be fairly tested in this way. However conducted, such examinations are an insufficient and inconclusive test of the attainment of a university education; and when account is taken of individual idiosyncracies and the special qualities which examinations favour, and when allowances are made for the accidents which inevitably attend such limited and occasional tests, it appears to us only fair that due weight should be given to the whole record of the students' work in the university.

"If the academic freedom of the professors and the students is to be maintained—if scope for individual initiative is to be allowed to the professors, and the students are to profit to the full by their instruction—it is absolutely necessary that, subject to proper safeguard, the degrees of the university should practically be the certificates given by the professors themselves, and that the students should have entire confidence that they may trust their academic fate to honest work under their instruction and direction.

"There is no difficulty whatever in the university providing for such control, regulation and publicity as will be an adequate guarantee of impartiality, and of such a measure of uniformity as may be considered desirable."

I have reached the definite conclusion that without independent examinations the only alternative is continuous inspection of teaching, its methods and quality, and the accessory equipment. This would involve great and, to my mind, unnecessary expense which at present might be avoided.

I have, therefore, recommended the continuance of the present system of examination, which avoids much of the duplication and yet maintains the quality of independence and stimulation so necessary to the maintenance of a proper standard.

I find that there are certain anomalies which have come to light from time to time in regard to reciprocity of license and recognition of outside degrees.

I do not think this matter should be left entirely to the unfettered discretion of the Ontario Medical Council, because it involves in some cases the effect of the possession of a degree and its value. Regulations here and the fee charged thereunder may adversely affect abroad those holding degrees from Ontario universities who are not licensed.

Until recently a graduate of McGill or Johns Hopkins Universities, or of Yale, or Harvard, found on coming here that his degree in medicine did not enable him to register and receive a license to practise. To accomplish that he must attend lectures for a year in the medical faculty of one or other of our universities, and pass an examination at the end of that time, while a graduate of a homeopathic college in the United States, unless it has a short time course, could have got a license at once on merely passing the examination.

For this reason I am strongly of the opinion that all reciprocity regulations of the College of Physicians and Surgeons should be subject to the approval of the Lieutenant-Governor in Council on notice to the universities, unless concurred in beforehand.

This is all the more necessary as the Canada Medical Council has now become a factor both inside and outside of Canada, and any regulations should have due regard to the fact that statutory reciprocity under the Canada Medical Act may require changes in the viewpoint of this Province.

The yearly statement of the income and expenditure of the College of Physicians and Surgeons from June, 1915 to June, 1916, follows:

TREASURER'S REPORT.

To the Members of the Council of the College of Physicians and Surgeons of Ontario:

GENTLEMEN,—I beg to submit herewith Financial Statement for the Council Year, 1915-16, just ended.

RECEIPTS.

Balance in Bank, June 21st, 1915, as audited .....		\$24,308 77
Assessment Dues—		
Collected by Registrar .....	\$2,538 00	
Collected by Bank .....	\$2,522 00	
Paid in Advance .....	2 00	
	<hr/>	
	2,524 00	
		5,062 00
Examination Fees—		
Fall Examinations, 1915 .....	\$2,265 00	
Spring Examinations, 1916 .....	8,960 00	
	<hr/>	
		11,225 00



Registration Fees of Matriculants .....	2,850 00
Registration Fees of Applicants, qualifying under Dominion Medical Council Certificates.....	1,300 00
Fees of Ontario Council Licentiates, for Certificates of Standing, when ap- plying to the Dominion Medical Council .....	35 00
Fees of Ontario Council Registrants, for Certificates of Standing, when ap- plying to the Dominion Medical Council .....	275 00
Fees of Rejected Candidates, appealing for reconsideration of their papers..	115 00
Registration Fees of Licentiates of the British Medical Council, registering in Ontario .....	300 00
Fines.....	180 00
Bell Telephone Company, rebate, changing from old to new rating .....	52
Refund of Court costs, in prosecution case .....	2 50
One duplicate diploma .....	5 00
Interest on Bonds—	
Province of Ontario .....	\$1,000 00
Dominion of Canada, War Loan .....	250 00
	1,250 00
Interest on Current Bank Account .....	415 20
	<u>\$47,323 99</u>

EXPENDITURE.

Council Meeting June-July, 1915—	
Members' Allowance .....	\$3,687 95
Stenographic Report of Proceedings, etc. ....	116 50
	<u>\$3,804 45</u>
Special Council Meeting, Dec., 1914, Stenographic Report of Proceedings, etc.	70 00
Officers' Salaries—	
Registrar (late Dr. J. L. Bray), 1 month .....	\$229 16
Treasurer (Dr. H. W. Aikins), 1 month .....	53 33
Registrar-Treasurer, 11 months .....	1,833 26
Prosecutor .....	1,200 00
	<u>3,320 75</u>
Legal Services, general .....	924 01
Prosecutions—Legal charges, witness fees, Court fees, travelling expenses, etc.....	216 23
Executive Committee .....	513 50
Legislative Committee .....	562 05
Legislation, disbursements .....	37 20
Discipline Committee .....	239 10
Discipline Procedure .....	70 83
Printing examination papers, diplomas, etc. ....	573 18
Printing annual announcement .....	398 45
Telephone service .....	109 47
Holding Professional Examinations—	
General expenses .....	\$425 35
Examiners' fees—	
Spring, 1915 .....	\$2,299 20
Fall, 1915 .....	802 80
	<u>3,102 00</u>
	<u>3,527 35</u>
Fees Refunded—	
Professional Examination Fees .....	\$280 00
In cases where appeals for examination standing have been granted.....	35 00
Annual Assessment Fee refunded where overpaid .....	2 00
	<u>317 00</u>
“Relief Belgian, Medical and Pharmaceutical Professions,” contribution voted by Council .....	2,000 00
Dominion of Canada War Loan Bonds (each of denomination of \$1,000, in all \$10,000), at price of issue .....	9,750 00
Royal Commission—Reports of Proceedings .....	223 30



Royal Commission—Attendance of Chairman of Discipline Committee at Session of Commission .....	74 00
Royal Commission—Personal investigation, by the Vice-President, of chiropractic institutions in the United States .....	130 69
Bray, Dr. J. L.—Honorarium to the late Registrar of the College, upon his retirement from office .....	750 00
Macarthur, Dr. James—Wreath for funeral of late President of the Council .....	\$20 00
Attendance of two representatives of the Council at the funeral .....	19 80
	<hr/>
	39 80
Multigraph machine .....	119 35
Audit of Treasurer's and Registrar's books, vouchers, etc. ....	75 00
Rental of safety deposit box in National Trust Company's vaults (for safe-keeping of bonds) .....	3 00
Registrar's Office—Supplies, etc. (this item includes postage, \$650.26, on announcements, assessment notices, special circulars to profession, etc.) .....	768 20
Stenographer in Registrar's Office.....	780 00
Treasurer's bonds .....	30 00
Prosecutor's bond .....	5 00
Stenographer's bond .....	10 00
Bank charges <i>re</i> collection of assessment dues .....	140 77
Council elections .....	20 00
Rose, Miss J. A.—Honorarium voted by Council .....	150 00
Vault—Construction of ground floor addition to .....	441 94
Property and Building Maintenance—	
Caretaking .....	\$120 00
Painting, plumbing, carpentering, etc. ....	194 53
Electric light, installation .....	\$210 49
Electric light, service .....	16 20
	<hr/>
	226 69
Gas .....	48 30
Fuel .....	193 65
Water rental .....	18 48
	<hr/>
	801 65
Miscellaneous .....	193 18
Balance in Bank, June, 1916 .....	16,134 63
	<hr/>
	\$47,323 99

All of which is respectfully submitted.

H. WILBERFORCE AIKINS,

Treasurer.

I have formed a strong impression that the College of Physicians and Surgeons enjoys an income out of all proportion to its real needs, and that while it would not be in the interests of the medical profession, or of the Province itself, to reduce the fees for examinations below the proper proportion of the cost of a medical education, such as has been established on this continent, the excess should be devoted to some better purpose than accumulating a surplus while the expense of giving medical training with its proper equipment is so heavy.

Especially is this the case when student or post-graduate courses are so urgently called for, and the need of additional departments, such as physical therapy and optics, is so pressing.

This will be more easily accomplished if the size and basis of representation of the governing council of the College is altered. At present its constitution is founded upon a false principle, having regard to the welfare of the profession, but particularly in relation to its paramount duty of caring for the standards of

medical education, which can only be safeguarded by electing the best and most advanced scientific members, irrespective of their habitat or their academic origin.

The position of the College of Physicians and Surgeons of Ontario is that of an examining body which takes no part in the education of the students, although it has fixed a curriculum and made regulations as to its observance.

In this it is in contrast with the Royal College of Dentists in Ontario, and with the Law Society of Upper Canada, which not only examine but instruct and educate their student body.

It is an old-established body, and can trace its descent through many years of legislation, but its present form was practically settled by statute in 1869.

It has acquired a building on University Avenue for its offices, which cost \$18,053.75, and is worth more now. The Council owns \$35,000 in Provincial and War bonds, which bring in an income of \$1,500 per annum.

It contemplates or contemplated erecting a building suitable for its purposes with a museum and library for the use of members of the medical profession throughout the Province—a purpose which seems hardly necessary when other pressing needs are considered. It had a balance in the bank on June 16th, 1915, of \$24,308.77, and in June, 1916, of \$16,134.63, after investing during the year \$9,750.00.

These various amounts represent savings, and have largely been derived from examination fees, registration fees, assessment dues, and fines.

The income and expenditure account for 1915-16 is given in the previous pages.

The income for the year 1914-15 was \$25,383.52. It may be roughly divided thus:

Balance in Bank, June 30th, 1914 .....		\$19,051 45
Asst. dues (from registered members) .....	\$5,182 00	
Registration fees .....	5,442 00	
Fines .....	520 00	
Examination fees .....	12,915 00	
Interest on bonds .....	1,000 00	
Interest on balance .....	324 52	
		<hr/>
		25,383 52
		<hr/>
		\$44,434 97

Taking that year's statement as an example, the assessment dues and fines were more than sufficient to pay office salaries, legal expenses, both general and in connection with prosecutions.

The registration fees would more than pay the other expenses of all kinds, including \$200 refunded to students, leaving what is derived from the examinations, \$12,915.00, and interest on investments to pay the cost of examinations and of the Council and Committee meetings.

The Council meetings (2) cost .....	\$6,062 65
The Committee meetings (6) cost .....	576 50
The Examinations (2) cost .....	3,638 50
	<hr/>
	\$10,277 65

The additional amount unexpended and added to the balance of the previous year was \$5,257.32, so that about one-half of that amount was the surplus derived from fees over and above the cost of Council and Committee meetings and examinations. This surplus is actually \$2,637.35.



The income and expenditure for 1915-16 may be similarly dealt with:

Balance in Bank, June, 1915 .....		\$24,308 77
Asst. dues .....	\$5,062 00	
Registration fees .....	4,875 00	
Fines .....	180 00	
Examination fees .....	11,225 00	
Interest on bonds .....	1,250 00	
Interest on balance .....	415 20	
Miscellaneous .....	8 02	
		<hr/> 23,015 22
		<hr/> \$47,323 99

The assessment dues and fines were, as before, sufficient to pay office salaries and legal expenses, both general and in connection with prosecutions. The registration fees would pay the other expenses of all kinds, except a honorarium of \$750 voted to Dr. Bray upon his retirement from office. This would leave what was derived from examinations, \$11,225.00, and interest on investments to pay the cost of examinations and of the Council and Committee meetings.

The Council meeting cost .....	\$3,894 45
The Committee meetings cost .....	1,422 68
The examinations cost .....	3,527 35
	<hr/> \$8,824 48

The amount added to the surplus for last year was \$11,275.86, of which \$9,750.00 was invested in War bonds. In addition \$2,000.00 was generously contributed to "Relief Belgian, Medical and Pharmaceutical Professions."

In 1906-07 the examination fees received were \$15,260.00, and the examinations cost \$5,882.40. The registration fees and assessment dues were \$8,115.00, and the amount paid to members of the Council was \$4,482.40.

In 1910-11 the examination fees received were \$12,150.00, and the examinations cost \$7,653.34. The registration fees and assessment dues were \$7,227.00, and the amount paid to members of the Council was \$4,656.40.

In 1911-12 the examination fees received were \$6,280.00, and the examinations cost \$4,900.20. The registration fees and assessment dues were \$9,235.00, and the amount paid to members of the Council was \$4,118.10.

In 1912-13 the examination fees received were \$7,820.00, and the examinations cost \$3,498.52. The registration and assessment dues were \$7,360.00, and the amount paid to members of the Council was \$4,385.40.

In 1913-14 the examination fees received were \$10,320.00, and the examinations cost \$3,068.49. The registration fees and assessment dues were \$11,004.00, and the amount paid to members of the Council was \$4,166.30.

In 1914-15 the examination fees received were \$12,715.00, and the examinations cost \$3,638.50. The registration fees and assessment dues were \$10,624.00, and the amount paid to members of the Council was \$6,533.65.

Taking the five years, 1910-11, 1911-12, 1912-13, 1913-14, and 1914-15, the examination fees received show an increase over the cost of the examinations of no less than \$25,525.95, or an average of \$5,105.19 yearly.

In the same years the registration fees and assessment dues show receipts amounting to \$45,450.00, and there was paid to members of the Council \$23,859.85, an average of \$4,771.97 per annum.

Under The Medical Act the College of Physicians and Surgeons has the right to fix the fees to be paid. These fees are derived from the students, and if they



were returned to them in the shape of education not much objection could be taken to them.

When the amounts allowed for Council and Committee meetings are looked at, they seem to be susceptible of much reduction. The Council consists of twenty-nine members, and there were two meetings in 1914-15, one lasting two days and one four days, attended by twenty-eight and twenty-seven members, respectively. Each member got, apart from travelling expenses at 5c. a mile, fifty dollars for the one-day meeting, as well as an allowance for time spent in travelling averaging \$21.00 apiece. At the four-day meeting each member got \$100, and an allowance for time spent in travelling also averaging \$21.00. The total thus expended, added to the salaries of the staff, makes a very high cost of operating the society, i.e., \$12,069.15 in 1914-15, or fifty per cent. of the annual income, and this proportion is similar to that in 1906-07 and 1912-13, and following years. In 1915-16 the amounts paid to members of the Council for Council and Committee meetings was \$4,384.50, and for travelling expenses \$1,912.63.

Those among whom these heavy expenditures are distributed are members of a great profession, are engaged in its practice, and owe their election to their fellows. They ought to esteem it an honour to represent their profession in guarding the entrance to it and fixing its standard of education.

Another similar body, thirty in number, the Benchers of the Law Society, who have charge of the whole professional education of law students and of their examinations, serve for no emolument and are content to give their time and strength to that end in convocation and numerous committee meetings. Indeed, I am not aware of any other body occupying a similar position in relation to education that does not adopt the same attitude.

Is it not possible for the Medical Council to do in like manner? It would set free a large amount of money for the purpose which alone justifies the exaction of fees from students, i.e., their advancement and education. I make no criticism as to the expenses of the College of Physicians and Surgeons, except in this one direction, namely, the amounts paid to the members of its Council. The total of these payments ought in fairness to be expended through the universities for the benefit of the student body in various ways as needs arise.

It may be noted that although there are over 4,800 members registered by the College, the annual membership dues, which are fixed at the absurdly low figure of \$2.00 annually, have only produced in the years 1910 to 1915 an average of \$5,103 per year, instead of \$9,600. There are thousands of dollars, according to the Registrar, which are practically uncollectible, owing to the fact that some live beyond the provincial boundaries, and others who, although resident here, cannot be collected from except at a cost greatly in excess of the amount owing.

This hardly explains why nearly one half of the members do not contribute their annual fee, though it may indicate why arrears accumulate,

I find that the ordinary and normal expenses of the College for 1915-16, including travelling expenses for members, salaries, legal expenses, printing, telephone, attendance at Royal Commission sittings and copy of evidence thereat, multi-graph machine, audit, supplies, building vault, and maintenance of building, miscellaneous and cost of collections and refunds of fees amount to \$10,864.83. This excludes such items as two honoraria to retiring officials, amounting to \$900.00, \$2,000.00 to Belgian Relief, Medical and Pharmaceutical Professions, as well as \$9,750.00 investments in war bonds, nor does it include payment to members for Council and Committee meetings, amounting to \$4,384.50.

The income for the same period, including assessment dues, registration fees, fines, miscellaneous, and interest on investments, amounted to \$11,790.22.

The examination fees brought in \$11,225.00, and there was paid out for the expenses thereof, including printing the examination papers, \$4,100.03.

It is really from this source that the surplus comes, and my recommendation will be that the net amount received over cost of the examinations be paid over to the universities in proportion to their yearly number of candidates.

This will not be unfair to the College, which now has its home paid for, and an invested surplus of \$35,000.00, and (at the end of June, 1916) \$16,134.63 in cash in the bank.

It is always possible to raise the annual fee, and this should be done if the College needs any additional income, and provision should be made requiring registration to cease unless it is paid. This may need legislation.

The size of the Ontario Medical Council is unduly large, and its composition peculiar.

It has eighteen territorial representatives, six collegiate representatives, and five homeopathic representatives.

It has itself recommended the reduction of the eighteen territorial representatives to ten, but that number is large enough to suggest itself as the total number.

Territorialism is quite unnecessary. If the profession elects at large, the inevitable result is sure to be that the most outstanding practitioners, with here and there the representative of some one or more localities, will be elected. To make locality instead of eminence the qualification for election to represent a learned and scientific profession is reactionary.

The collegiate representatives sit for three faculties, each teaching medicine, and for three universities and colleges, two of which are now merged into Toronto, and one is non-existent.

I regard the participation of the universities as most beneficial, if not entirely necessary in the composition of a body which fixes the course of study as well as conducts the examinations.

The domestic relations of Victoria University, Trinity University and the University of Toronto in the present federation ought to be regarded.

So long as the present status obtains, those who are chosen to represent the affiliated universities should be regarded on the Council as representing the University of Toronto.

The homeopathic members are five in number. This seems an undue proportion for this school of medicine. They have only three members on the Canada Medical Council, which embraces the whole Dominion. There are only sixty-one homeopaths registered, of whom only forty-five are practising. If regard is had to the relation which this total bears to the whole registered profession, one member would seem to be sufficient.

It appears that in the past eight years there have been only eight candidates at the homeopathic examinations. Statistics seem to bear out the contention that homeopathy is dying out. In 1907 in Great Britain and Ireland there were but 193 registered homeopaths out of a total registry of 35,154.

Having regard to the foregoing considerations, my recommendation would be that the Council consist of fifteen, of whom six, as at present, should represent the universities, one the homeopaths, and the remaining eight should be elected by the profession at large as with the legal profession, and should be those receiving the largest number of votes, excluding, of course, any who might have been nominated by the universities or the homeopaths.



In addition, the representation of other universities which might in the future establish medical faculties should be put upon such a footing that until the equipment and standards are approved by the Council or by the Lieutenant-Governor in Council the right to a place on the Council would not arise.

Legislation would be necessary to secure these reforms, and it should be by definite enactment regulating the present Council, and also those incorporated bodies which at present have larger rights than they would be possessed of when these modifications became operative.

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### MEDICAL, SURGICAL AND DENTAL FEES.

There has been brought to my attention the fact that, except by a lawsuit, there is no way, in the absence of agreement, in which fees for these services can be determined if the parties differ.

It is a peculiarly unpleasant way of settling the matter, for no one desires to have his physical disabilities exposed to the public gaze, or even to a judge and jury, and reported in the newspapers. It is also objectionable in that the party who has generally to pay is the one who was perhaps incapacitated, or at all events, is likely to have been on an unequal footing with the medical man, surgeon or dentist. More than that, there is a very prevalent notion, whether well or ill-founded, that the charges are based not upon the value of the service, but upon the wealth of the patient. It is, of course, impossible to put a value upon any of these services if regard is had to what is or may be at stake, but notwithstanding that fact, there ought to be some less public method of settling a dispute which may involve the revelation of those intimate details which both parties are anxious to suppress, the professional man just as well as the patient. There is also an apprehension that surgery is too often resorted to where it is not strictly necessary; is, in fact, the vogue. If this be true, as to which I can express no opinion, the only preventive lies in some restriction upon the amount to be paid for the operation and the fixing of that amount after the event with due regard to the necessity of the operation and the professional skill required and the danger involved. Surgery is only a method of treatment, just as medicine and manipulation, and should be so regarded.

I am afraid that a prohibition against operations of major surgery being performed by anyone who has not practised as a surgeon for a certain number of years would not be effectual to reduce unnecessary operations.

I may note that Dr. Wishart mentioned that at one time there was an outcry against the "massacre of the tonsil," due to the fact that a number of the regular medical practitioners calling themselves specialists, but without proper training, had ruined the voices of their patients by that particular operation.

I may, however, give the very recent views of a very eminent surgeon, Dr. A. D. Bevan, of Chicago, who made a statement before me as Commissioner on the general question. His views are embodied in a paper read before the Surgical Section at the Sixty-eighth Annual Session of the American Medical Association in New York, June, 1917, and are, in short, as follows:

"I desire to present briefly an outline of a problem which I believe confronts the medical profession and which demands careful investigation and action. I refer to the problem of bad surgical therapy, of unnecessary surgical operations and of incompetent surgeons. In my work as chairman of the Council of Medical Education, and in my position as teacher of surgery and as attending surgeon in



a teaching hospital, I have, during the last ten years, been much impressed with the fact that there does exist this definite problem which the American medical profession should face. . . .

"In the last fifteen or twenty years the practice of medicine has become more and more surgical, new surgical fields, one after the other, have been explored and carefully cultivated, and new operative procedures have been developed and perfected. . . .

"The amount of surgical operating has increased manyfold and will continue to increase because there are thousands of people who still lack the benefits that could be given to them by modern surgical therapy. This great increase in surgical operations and operating surgeons has brought with it this new problem of unnecessary operations and of incompetent surgeons. . . .

"Those who are in touch actively with surgical therapy, who see a large number of surgical cases and who come in contact with a large number of men doing surgical operations, cannot but be impressed with the fact that there is a certain considerable number of operations being performed in this country that are unnecessary and unwarranted, and that there is a considerable number of men operating who are not qualified to do the work. . . .

"My impression is that this condition is due to three causes—ignorance, dishonesty and bad judgment, sometimes bad judgment amounting almost to an obsession. . . .

"What shall be done by the medical profession about the unnecessary and unwarranted surgical operations done as a result of ignorance in unattached and uncontrolled hospitals by poorly trained men? What shall be done about the unnecessary operations done by dishonest men for a fee; the unnecessary appendix operations done for imaginary appendicitis; the unnecessary fixations of the kidney; the unnecessary amputations of the breast done for benign or imaginary breast tumors; the unnecessary operations on female genitals, on the tonsils, on the gall-bladder, etc.? What shall be done about the operations that are due to lack of good judgment or to misguided enthusiasm; the unnecessary operations on fractures; the fantastic operations for intestinal stasis without gross pathology; operations for supposed insufficiency of the ileocecal valve based on misinterpreted Roentgen evidence, intestinal anastomosis, or resections of the large intestine for the cure of epilepsy? These are problems which we should meet frankly, investigate fully and find means to correct. . . .

"This problem of unnecessary operations and incompetent surgeons is a serious matter both for the medical profession and for the public. Its existence should be frankly admitted, and steps taken by and within the profession to reduce bad surgical therapy to a minimum. . . .

"There are at least two large problems involved in this whole matter, (1) that of unnecessary and unwarranted operations, and (2) that of operations done by incompetent men.

"1. In a general way it is evident that one of the best means of combating the evil of unnecessary and unwarranted operations is that of attacking surgical problems as pieces of clinical research, not from a single point of view and not by a single man, but as pieces of joint study from the point of view of the several specialists whose fields are involved in the problem and who may be of service in finding the right solution. Let us say, as an example, the study of so-called intestinal stasis and its surgical therapy. This should be a joint study by the internist, the neurologist, the physiologist, the pathologist, the roentgenologist and

the surgeon, and when this is done by a competent group of men there will be little danger of going off on a tangent, and arriving at erroneous conclusions.

"2. The problem of operations done by incompetent men is largely an educational, and in a sense also a moral question. . . .

"We need in solving a great problem of this kind the support of the entire profession, and that can be obtained only from the organized medical profession, which is the American Medical Association."

I have not received much assistance from either of the professions concerned. Both oppose any appointment of an officer charged with this duty, and both represent that the fixing of any uniform tariff is impossible owing to the differences necessarily arising from temperament, the exact progress of any disease and other conditions of the moment which naturally occur to anyone reflecting upon the services which have to be rendered.

In this last opinion I concur. But I am quite convinced that the appointment of a thoroughly competent man of experience and judgment would be of the greatest benefit to both the public and the professions, having regard to the considerations I have mentioned. This appointment should be made by the Provincial Government, after consultation with the College of Physicians and Surgeons and the Royal Dental College, respectively, and if possible with their concurrence. The duties should involve the taking of evidence after due notice to the parties and the fixing of the fee. It would be unwise to make this determination wholly final, but it should afford *prima facie* evidence of a reasonable fee in case it is disputed, subject to the leave being obtained summarily from a Judge or Court, whose jurisdiction would be determined by the amount claimed in one case or fixed in the other, to litigate the question. If leave is so given, then the onus should be upon the party disputing to convince the judge at the trial that it was either too high or too low.

This provision would reduce litigation to a minimum, and yet would preserve the right of either party to resort to the Court if desired.

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#### APPOINTMENT OF MEDICAL DIRECTOR.

I think it would be decidedly in the interest of the public if the Government would attach to the Department of Education a physician of experience to advise them and to direct attention to matters that will be urgent very shortly, as well as those which are now pressing.

The relation of the military establishments in medical practice and education, and their proper relation to provincial hospitals, will, during and after the war require some intelligent handling when their size and number are considered, especially when the demobilized soldiers are evacuated into civil life. Their reconstitution into Provincial institutions fitted for the then medical wants may be prudent, but the process will need thought and skill. In addition to this the tremendous impetus to all kinds of physical therapy, the pressing need for its employment and the liberation of thousands of those skilled in administering it in various forms will be such as to require someone to devote his time and strength to the initiation and development of this branch of healing and the providing of centres sufficient in numbers and wisely distributed.

There are as well many things which have come before me, such as the advertising of remedies, the prevalence of venereal diseases, and others, some of which



were not within the scope of my Commission, many of which ought to be put under the control of someone not affiliated either with the universities, nor with the hospitals, colleges or Medical Council.

I refer to the consideration from time to time of the standards maintained by the universities and councils, both for premedical and medical education, the preliminary and final examinations both of the universities and the colleges and their conduct, as well as the very important questions now looming up, i.e., the proper place of the Dominion Medical Council and its examinations in regard to licensing in each province and the necessity for some rule of reciprocity between the provinces and outside the Dominion which would not be productive of hardship in instances where strictness would be misplaced.

In addition to this, the consent of such an officer should be required before prosecutions under The Medical Act are begun, and he should have the right independently to direct them where necessary. The standardizing of the education of nurses and the arrangements for the inter-relation of the various training schools, as well as registration and the evolving and encouragement of some scheme for local and instructed nursing such as is in vogue in Detroit would occupy much time if properly handled. There is as well the real need for someone who would be, in effect, a protection both to the public and the professions against excessive charges and particularly that branch of that question to which I have alluded, the elimination or reduction of unnecessary and costly operations. I know of no way in which that can be dealt with except by providing that if an operation is unnecessarily performed, or the charge is said to be excessive, the circumstances surrounding it can be reviewed by such an officer if anyone chooses to complain. If it is said that no excessive fees are charged, nor any unnecessary operations are performed, then the fact that such a tribunal exists can do no harm to the profession, and its existence, if not resorted to, will be the best evidence that conditions in this respect are sound.

If a profession enjoys a virtual, though perhaps an inevitable monopoly, by reason of the stern requirements of a scientific education both as to time and study, as the medical profession does, the public interest requires, in my judgment, some professional authority to whom the public might appeal against any evil to which exclusive rights might give rise. In addition to this, the profession requires to be protected against itself, against sloth and inefficiency in the conduct of its preparation, as well as in its practice, and against inability or unwillingness to receive or try new ideas or new methods. Anyone with the true spirit of modern education and acquainted with modern medicine could, in such a position of authority, be of immense service, not only to the Government and public, but to the profession as well.

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### SO-CALLED COLLEGES.

I have examined into the affairs of several so-called colleges of chiropractic, manotherapy, science, optics, etc. The details concerning each one will be found beginning at page 537-565.

I regard it as very detrimental to the cause of medical education that these institutions—generally only a business name for an individual or a one-man company if incorporated—should be permitted to do any business under a name calculated to mislead the public as to the qualifications and real purpose of those concerned.



Only a few of these concerns operating in Ontario have come under my direct notice, but enough has been shown to indicate that they are merely profit earning private enterprises with neither space, equipment nor teaching staff worthy of the name.

Legislation is urgently needed to stamp out the use of any name that will indicate that collegiate work or instruction in medicine or any medical or manipulative method or any so-called science, either of medicine, optics, or otherwise within the sphere of the healing art, is being taught. Those incorporated should have their privileges withdrawn at once, and it should be made an offence for any one or more, except under proper regulations, if such should be needed, to use the name college or any similar name in connection with his business or profession, if that is in any way allied to medicine or the healing or alleviating of disease or pain.

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### STATUTORY CHANGES.

All parties that have appeared before me have expressed a desire that the word "medicine" or "practice of medicine" should be defined by statute.

The latter can and should be dealt with, but its scope evidently will depend upon how far the recommendations in this report are adopted.

If they are accepted, then the definition of the "practice of medicine" may be couched in the words following and subject to such modification as will exclude from it the exercise of the tenets of any religion or any practice not properly within it, such as massage under the direction of a regularly qualified physician, or the fitting of glasses by mechanical means or aid given in an emergency.

"The term 'practice of medicine' shall mean and include:

"(1) The use of any science, plan, method, system, or treatment with or without the use of drugs or appliances for diagnosing, alleviating, treating, curing, prescribing or operating for any human disorder, illness, disease, ailment, pain, wound, infirmity, injury, defect or deformity or physical or mental condition.

"(2) Diagnosing, alleviating, treating, curing, prescribing or operating for any human disorder, illness, disease, ailment, pain, wound, infirmity, injury, defect or deformity or physical or mental condition, and the holding out, offering or undertaking by any means or method to do any of the foregoing and including midwifery and the administration of anæsthetics.

"(3) Any manipulative or other kind of physical or mental treatment whatsoever, suggested, prescribed or advised, for body or mind, administered to, operated upon, or intended to be followed by the patient himself or herself, intended or professing immediately or ultimately to benefit the patient, and the holding out, offering or undertaking by any means or method to use the same or to diagnose.

"Any person who shall habitually use in advertising any title such as M.D., M.B., D.O., D.C., D.O.S., or any title as indicated thereby or as surgeon, doctor, physician, healer, professor, specialist or any other letters, sign or appellation having the same or similar import in relation to medicine as defined above, shall be considered *prima facie* as practising medicine. Those possessing the degree of doctor of dental surgery, or being licentiates of dental surgery, shall not be within the above provision."

The College of Physicians and Surgeons should also have the right to suspend practitioners in addition to their present powers, and Section 31 of The Ontario Medical Act should be amended so as to make provision therefor.

That section should have added to it a sub-section which would render impossible the position in which one practitioner found himself, of being acquitted on a criminal charge and yet being liable to be disciplined under that section for the same acts which warranted his acquittal.

I suggest the following:

(5) Where any registered medical practitioner has been charged with any offence which involves guilt or infamous or disgraceful conduct in a professional respect and is acquitted by any court of competent jurisdiction after trial upon the merits his acquittal shall be a bar to any proceedings against such practitioner under this Act upon the ground that he was in fact guilty of the offence of which he has been acquitted or that by reason of the facts and circumstances connected therewith he has been guilty of infamous or disgraceful conduct in a professional respect.

There are also some necessary changes in the statute law called for in case my recommendations are adopted, notably as to the composition of the Medical Council, the status of the university representatives thereon, the disqualification as voters of those who have not paid their annual dues, as well as the forfeiture of their registration, the curtailing of rights to representation thereon, unless upon terms different from those at present obtaining, the appointment of a medical officer attached to the Department of Education, with the powers and duties necessary for the purposes mentioned, and the enactment of such legislation as will reserve ultimately to the Lieutenant-Governor in Council the right to approve or disapprove of any regulations made or fees fixed by the College of Physicians and Surgeons, by the Royal College of Dental Surgeons, or by nurses, or any association thereof.

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#### MIDWIVES.

Having regard to the statements made before me and to my inquiries into the matter, I do not at present recommend any changes in the Act respecting midwives. There has been passed in Great Britain, applicable to Scotland, a most comprehensive Act upon the subject, 5 and 6 Geo. V. c. 91 (1915), to which attention may be given if the subject assumes an aspect calling for legislative action.

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#### HOMEOPATHY.

I have noted elsewhere the gradual decrease in the number of homeopathic practitioners and students.

Under the present Medical Act certain privileges are granted which have been amplified by the regulations of the College of Physicians and Surgeons.

The statutory provision is as follows: (R.S.O. 1914, Chap. 161, Sec. 27.) "A candidate who, at the time of his examination, signifies his wish to be registered as a Homeopathic Practitioner, shall not be required to pass an examination in either *Materia Medica*, or *Therapeutics*, or in the theory or practice of *Physics*, or in *Surgery* or *Midwifery*, except the operative practical parts thereof, before any examiners other than those approved of by the representatives in the Council of the Homeopathic System."



The regulations passed in apparent pursuance of that provision are:

"Candidates wishing to be registered as Homeopaths must conform with the requirements regarding matriculation as found in Section 1.

"Such candidates must also have complied with the full curriculum of studies prescribed from time to time by the Council for all medical students, but the full time of attendance upon lectures and hospitals required by the curriculum of the Council may be spent in such Homeopathic Medical Colleges in the United States or Europe as may be recognized by a majority of the Homeopathic members of the Council, and when such teaching body has been established in Ontario, it shall be optional for such candidates to pursue in part or in full the required curriculum in Ontario.

"Candidates who intend to be examined by the Homeopathic Examiners shall signify their intention to the Registrar at least two weeks previous to the announcement of the examinations, due notice of which must be given to examiner by Registrar. Homeopathic students are to be examined by examiners approved by a majority of the Homeopathic members of the Council.

"The questions of the Examiners in Homeopathic subjects will be handed, at the beginning of the general examination on the same subject, by the Registrar or deputy, to such candidates as shall have given him notice in accordance with Section III, sub-sec. 7.

"They shall write the answers to these questions in the same hall with the other candidates, and hand their papers, when finished, to the Registrar, in the same manner as provided for other candidates, to be by him given for examination to the Homeopathic members of the Board of Examiners appointed to examine on that subject."

I am dealing elsewhere in this report with the representation of homeopaths upon the Ontario Medical Council, and with their favoured position as contrasted with graduates of leading American universities.

Having regard to the fact that for fifty years no attempt has been made to give homeopathic medical institutions any shape or form in Ontario, that we are wholly dependent upon the output of colleges in the United States, over which the Province has no control, of whose standing we have no information, and of the undeniable fact that homeopathy is failing to justify itself and is receding in numbers and enthusiasm—I think the continuance of its position is open to all the objections that can be urged against the admission of osteopaths.

According to Dr. Campbell, homeopathy has no organization except a voluntary society which meets once a year, but keeps no record of numbers. There are sixty-one practitioners registered as homeopaths, of whom forty-five are in practice, and about a dozen to fifteen were present at the last annual meeting. From 1912 to 1916 only 3 candidates passed the examination for license as against 633 regular medical students. Two out of the three had their education and training in the United States.

The dwindling of homeopathy is shown in the report of the American Medical Association for 1915 with regard to its colleges and graduates in the United States. In that year (ending June 30th, 1916) the student attendance at homeopathic colleges was 638, as against 13,121 in the ordinary medical schools. In 1900 it had stood at 1,909, as against 22,710 in the ordinary medical schools. This shows a decrease of 66 per cent. The number of graduates has fallen from 413 in 1900 to 166 in 1916, i.e., a decrease of 60 per cent. The homeopathic medical colleges numbered 22 in 1900, and in 1916 there were only 10.



In February, 1914, Dr. Copeland, Dean of the New York Homeopathic College, said:

“A man’s career in medicine in no sense depends upon the quality or quantity of instruction he had before he entered medical school. I want to see homeopathy prosper in this country, and instead I see it rapidly declining, largely because we have not any men to send out into the world. I am not going to be a party to this calamity. We need practitioners of homeopathy, and to get them we must have students in our colleges.”

In the report of the Carnegie Foundation of October, 1914, Dr. Henry S. Pritchett makes the following comment:

“The great contribution which Hahnemann and his followers made lay in breaking down the existing school of medicine, and in showing its subserviency to the medical dogmas of the past. While Hahnemann’s theory was a dogma, its practical application showed that the prevalent system of dosing, following the precepts of revered teachers, was absurd and harmful; that men recovered just as well or better from smaller doses; that good nursing had more to do with recovery than either the small or the large dose. To-day we recognize that the sick recover in many cases without any dose. Dosing plays a decreasing role. The scientific physician of to-day does not give one prescription where he gave five twenty years ago. He will not hesitate to use what is called a homeopathic remedy whenever it proves effective. The great contribution of homeopathy seems to the scientific man to have been its influence upon the development of modern medicine. About the time that it gained a foothold in Europe the great scientific discoveries of the last half of the nineteenth century began, and with them the new conception of medicine as a science. Untrammelled by dogma, or preconceived theory, this conception of medicine completely displaced in Germany the various sectarian contending medical factions that had existed. Homeopathy was one of these divisions. It has served a large purpose, but that purpose seems in the main to have been accomplished.

“For these reasons, also, the man trained in inductive science cannot escape the conclusion that homeopathy in this country will in the long run lose itself—just as allopathy has lost itself—in scientific medicine. In Germany, the home of homeopathy, it has practically disappeared. With no discrimination against it, with the simple requirement that any man who wishes to call himself a homeopath must take the full scientific training of all other physicians, the numbers have steadily diminished. There are to-day only about 250 homeopaths among the 32,000 practising physicians of Germany. The same thing has happened in England, where homeopathy, introduced in 1826, has now declined to a point where some 250 physicians and a few hospitals represent the homeopathic movement.”

Mr. Flexner, in his statement before me, said:

“Homeopathy at one time threatened to be a formidable thing in this country. It is now practically dead; the steady pressure brought to bear on homeopathic schools has forced them to the same level educationally as the other schools.”

And speaking of the homeopathic schools of Minnesota and Michigan, he said it was a common experience for men who failed to get into a regular school to go to the homeopathic department. But when the homeopathic department was put on the same basis as the regular department that source of recruiting was stopped; they died out.

In connection with the homeopathic representation on the Council, I note a curious anomaly as to their powers, which affects their student body.

Under The Ontario Medical Act, Section 29, a homeopath need not be examined in materia medica or therapeutics or in the theory or practice of physics or in surgery or midwifery, except the operative practical parts thereof.

This is clear enough, but in the regulations of the College of Physicians and Surgeons it appears that the attendance of homeopathic students may be spent in such homeopathic medical colleges, *in the United States and Europe*, as may be recognized by a majority of the homeopathic members of the Council. In this way the standards and standing of the homeopathic colleges in the United States and elsewhere are left entirely in the hands of three out of five of the homeopathic members of the Council, whereas in all other cases the Council as a whole takes the like responsibility.

Manifestly, this is improper. The position and ability of the homeopathic colleges is a matter of concern to the public, unless it can be said that the decrease in numbers is so great as to make it negligible.

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### CONCLUSION.

In conclusion I wish to express my thanks to those gentlemen both in the United States and here, who, not being directly interested in the result of my inquiry, yet placed themselves at my disposal and gave me much varied and important information.

I should like to direct particular attention to the views expressed by the following gentlemen and ladies, either because the topic was of great interest or the opinion original and thoughtful:

Alex. Fleisher, Supervisor Welfare Department, Metropolitan Life Insurance Co., New York.

Dr. Walter Eyre Lambert, Chief Surgeon, Eye and Ear Infirmary, New York.

Miss Nutting, Professor of Department of Nursing and Health, Teachers' College, Columbia University, New York.

Miss Goodrich, Assistant Professor of Department of Nursing and Health, Teachers College, Columbia University, New York.

Dr. Chiles, President, American Osteopathic Association, Orange, N.J.

Dr. Emerson, Commissioner, Department of Health, New York.

Miss Crandall, Executive Secretary, Organization of Public Health Nurses, New York.

Dr. Flack, Dean, Philadelphia College of Osteopathy.

J. M. Baldy, M.D., President, Bureau Medical Education and Medical Licensure, Philadelphia.

The members of the Medical Faculties of McGill and Laval Universities, Montreal.

Dr. R. W. Powell, Registrar, Canada Medical Council, Ottawa.

Dr. Downing (Albany) Assistant Commissioner Higher Education, New York State.

Dr. Briggs, Commissioner, New York State Department of Health.

Dr. Lambert, Dean, Medical Faculty, Columbia University, New York.

Mr. A. Flexner, Assistant Secretary, General Education Board, Carnegie Foundation, New York.

Dr. Colwell, Secretary, Council Medical Education of American Medical Association, Chicago, Ill.



Dr. Drake, Secretary, State Board of Health, Chicago, Ill.  
Dr. Bevan, Chairman, Council of Medical Education, American Medical Association, Chicago, Ill.  
Dr. E. R. Proctor, President, Chicago College of Osteopathy, Chicago, Ill.  
Dr. Mills, Assistant Dean, Chicago College of Osteopathy, Chicago, Ill.  
Col. McCullough, Chairman, Provincial Board of Health, Toronto.  
Dr. Hastings, M.O.H., Toronto and his staff.  
Surgeon-Colonel E. Stanley Ryerson, Toronto, C.A.M.C.  
Samuel Price, Esq., Chairman, Workmen's Compensation Board.  
Dr. Matson, Secretary, Ohio State Medical Board, Columbus, O.  
Dr. Hulett, Osteopathic Examining Board, Columbus, Ohio.  
Dr. Chas. Sheard, Professor of Physics, Ohio State University, Columbus, Ohio.  
Capt. Tait McKenzie, R.A.M.C., Professor of Physics, University of Pennsylvania, Philadelphia.  
Prof. L. F. Barker, Johns Hopkins University, Baltimore, Md.  
Dr. Henry S. Pritchett, President, Carnegie Foundation for the Advancement of Education.  
Surgeon-General Fotheringham, C.A.M.C., Ottawa.  
Surgeon-General G. C. Jones, C.A.M.C., Ottawa.  
Surgeon-Colonel I. H. Cameron, C.A.M.C., Toronto  
Professor J. C. McLennan, Toronto University.  
Miss Carson, Superintendent, Detroit Home Nursing Association, Detroit, Mich.  
Capt. E. Ryan, C.A.M.C., Toronto.  
Mr. Albert Myer, Secretary, American Optical Association, Albert Lea, Minn.  
Dr. W. Banks Meacham, President, American Osteopathic Association, Ashville, N.C.

In specifying the foregoing, I do not in the least detract from the ability with which those interested presented the arguments on the side they supported. I take it for granted these will be studied, but the other matters not being so directly controversial might otherwise be overlooked.

Attention might be called to the very able presentation of the case of the regular medical profession by Dr. John Ferguson, on May 11th, 1917, and the answers thereto by the gentlemen representing each opposing interest made on the 29th of June, 1917, as well as the statements by Dean Connell, Dr. W. T. Connell and Dr. Third of Queen's University, on April 10th-11th, 1916.

I have received every assistance from the heads and staff of the three universities, from the College of Physicians and Surgeons, and indeed from all I have had occasion to call before me.

Mr. Walter L. Breckell, C.S.R., who has taken down the statements of those who appeared before the Commission, has performed this service with unusual accuracy and rapidity.

I beg to make the following recommendations:

(1) The establishment, without delay, of an institution of physical therapy upon the grounds of the Toronto General Hospital, or nearby, in which the latest methods of hydrotherapy, electrotherapy, X-ray, manotherapy, massage, and other forms of manipulative cure will be assembled and put into use with an experienced staff, and adequate modern equipment, each department being installed in proper relation to the other, so that returned soldiers and civilians may be able to take cures prescribed by those in charge based upon the recent advance in knowledge in this department of medicine. This institution to be followed by others, if possible, in



London and Kingston. Neither the building nor the equipment need be expensive. The real need is such a structure as I have referred to in the Supporting Statement "A," somewhat enlarged and so fitted up that all forms of physical therapy can be had under the same roof and as part of a combined cure.

(2) The selection of the staff from those having special training in the department to which they are appointed, and with recent experience in England, France or Belgium, or elsewhere at the front, in the special methods of cure and re-education of limbs. The head of this institution should be a university professor, and should be of such standing and authority that his investigations into and conclusions upon these methods, as well as into osteopathy, chiropractic, etc., would be generally accepted.

(3) The installation in the Department of Physics in Toronto University, coupled with professional instruction of the sort just indicated, of sufficient modern equipment in physical therapy as above mentioned to permit not only proper instruction to be given to students but to graduates in the most necessary and useful methods in this respect, and to encourage and stimulate research and improvement in this direction.

(4) Provision for such a compulsory course for medical students during their training, in physical therapy, both theoretical and practical, as will result in turning out graduates really qualified in that department. To this should be added a post-graduate course so as to enable those already practising to acquire complete facility in this branch of therapy. This course should be so arranged as to provide that rapid progress can be made so that the immediate wants may be met during and at the conclusion of the war.

(5) That Medicine or the Practice of Medicine should be defined by legislation somewhat in the terms stated in the report, and that the powers of discipline possessed by the College of Physicians and Surgeons should be amended as stated in the report.

(6) That Osteopaths, Chiropractors and other drugless physicians practising in this Province on the 30th day of June, 1913, be permitted to continue for six months from the 1st of January, 1918, without being subject to any disability or prosecution.

(7) That after the 1st of July, 1918, no one shall practise medicine as defined as aforesaid in this Province without a license from the College of Physicians and Surgeons of Ontario, except that those who were practising what is known as Osteopathy on the 30th of June, 1913, if possessed of a diploma from one of the five colleges now recognized by the American Osteopathic Association, with five years' practice in Osteopathy, or if they obtain from that Association a certificate that they are qualified to pass the examination for license in the state where Osteopaths are examined and licensed which has the highest standard, may continue in practice under a special license to be issued by the Minister of Education in which the practice of the holder shall be limited to osteopathy and as not including the administration of drugs nor the performance of surgery with instruments.

(8) That provision be made in such legislation that nothing in it or in the definition of Medicine shall prevent the practice of the religious tenets of any church, provided that anyone exercising it for gain for the benefit of the sick or diseased shall possess a permit from the Provincial Board of Health certifying that the holder is qualified to recognize diseases required to be reported under The Public Health Act, and further providing that when the practice is apart from

a church edifice or the home of the patient, and is for gain, the onus shall be upon the person so practising to bring himself within the exception. Nothing in the legislation should in any way weaken the position that where infants are concerned necessities should include the services of a registered medical practitioner.

(9) That a course be arranged by the faculties of medicine in the universities, the Optometrical Association and the Toronto Technical School, such course to be approved by the Minister of Education, for the education of students in optometry as the word is now understood and as outlined in this report. On passing through this course the student shall be entitled to a certificate of fitness and entitled to style himself Optometrist. Those in practice on June 30th, 1913, shall be entitled to a certificate to be granted by a temporary board to be nominated by the Minister of Education, consisting of the President of the Optometrical Association, and a representative from one of the universities, and from the Toronto Technical School, provided the applicant passes such examination as shall be prescribed by such temporary board.

(10) That the word "Registered" in connection with nurses be reserved for those registered by the Provincial Secretary's Department, and that a Provincial Registry be established, with local branches, wherein all nurses may be registered according to qualifications, which may be prescribed by such registry. That all such registered nurses shall be qualified to join any association of nurses in this Province. That no nurse who has not graduated from a nursing school conducted by a public hospital as defined in R.S.O. 1914, or one designated by the Provincial Secretary if situate out of Ontario, shall be entitled to call or advertise herself as a graduate, trained or certified nurse. That the fees and regulations of all organizations of nurses shall be subject to the approval of the Lieutenant-Governor in Council.

(11) That provision be made by statute for the incorporation of Home Nursing Associations to be established by municipalities or private benevolence to provide, under the direction of medical practitioners and under the supervision of a graduate nurse, nurses for the care in their homes of the sick and their families, such nurses being instructed by the association which shall fix their fees and designate the work for which each is fitted, keeping a record of names and addresses.

(12) That the training of nurses, the establishment of further training schools and the affiliation and inter-relation of the various hospital training schools among themselves and with other institutions in which either general or special training schools shall be established, the standardization of the educational requirements, and the professional training of nurses be at once taken up and dealt with.

(13) That there be appointed and attached, preferably to the Department of Education, a medical director whose duties shall be to inspect the equipment of every school, university or college engaged in the teaching of medicine, and the equipment and methods of any hospital in which either medical students or nurses are taught, and to deal with or assist in the settlement or carrying out of the various matters recommended in this report, and particularly to assist in correlating the efforts of this Province in regard to benefiting in a medical way the returned soldier with those of the Dominion Government so that there will be adequate provision made for those to whom Ontario owes its special debt of gratitude without unnecessary duplication after the period of special effort is over, and with such other duties as may be prescribed.

(14) That the Constitution of the Ontario Medical Council shall be remodelled as recommended in the report, and the powers and rights given in the present



Medical Act be altered and amended accordingly. That the regulations and fees to be made and prescribed by the Council be all subject to the approval of the Lieutenant-Governor in Council. That provision be made for the payment over of the net fees from examinations by the College of Physicians and Surgeons and the Royal Dental College in accordance with the Report, and that provision be made for the expending of the same in the interests of medical education through the medical faculties of the universities.

All of which I respectfully submit for your Honour's consideration.

FRANK E. HODGINS.

October 13th, 1917.

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## SUPPORTING STATEMENT "A."

### PHYSICAL THERAPEUTICS.

The war has brought forcibly and immediately before the minds of all the pressing necessity for proper and scientific after-treatment of the wounded soldier. If it had not done so, it is probable that the question would have sooner or later been forced to the front by reason of its own importance, emphasized by the operation of The Workmen's Compensation Act. Under that Act compensation to an injured workman depends upon disability, and may last during his life time. If permanent, it may amount to 55 per cent. of his average weekly earnings during the previous twelve months. If temporary, it runs while the disability continues, and is to be 55 per cent. of his decreased earning power.

In 1916 the Board in Ontario collected from employers \$1,999,962 and expended \$2,102,025.29 (including claims due in 1915). It reports that in 1915 cheques for an average of \$3,600 went out daily to injured and disabled workmen or to their widows and children. This amount will reach a huge total as years go on. The Dominion will pay in pensions generous sums to those gallant men who have been incapacitated in defending us and our land. But the need of assisting in the return to the activities of life of the soldiers incapacitated by disease or wounds brooks no delay, and calls for prompt recognition and action.

I am profoundly convinced by what I have heard and read and seen that there must be a radical change from the accepted view that a man is cured when he is free from fever and pain. He must hereafter be regarded as only half-cured, and the after-treatment should be regarded as being just as essential as the more immediate and instant aid.

It is cheering to know from a humanitarian standpoint, as well as satisfactory from an economic one, that the majority of soldiers shattered or shocked by shell may, if adequate measures are now taken, look forward, after the earlier and more acute treatment has been finished, to practically complete recovery of the use of limbs and muscles, or their re-education for novel employment so as to enable them to move about, work and enjoy life under their altered conditions.

This has been actually accomplished in the Command Camps in Great Britain and in similar institutions in France.

Dr. Tait McKenzie thus describes them:

"These Command Depots afforded welcome relief to various regimental depots and other places overcrowded with men useless from the military standpoint, and of but little use to themselves—men who were rapidly lapsing into complete or partial



invalidism, and whose deterioration from a military standpoint was even greater, under the combined influence of sympathy and freedom from all duty.

"Either two or four thousand men constitute the complement of patients for a Command Depot—a strange assemblage of cases: profound neurasthenia, the result of sleepless nights and arduous days; shock in all its forms—tremulous hands and tongue, stammering speech or deafness, persistent nightmares, and fears by day; disorders of sensation, contractures and paralyses; rapid and weak heart action, hearts that were overstrained and that are unable to sustain the effort of the lightest gymnastic exercise or the shortest march; rheumatism, real and unreal, in all its forms; lungs suffering from the bronchitis of gas poisoning, asthma and even tuberculosis; profound debilities following typhoid, dysentery and malaria, requiring months of good food, light duty and progressive exercise to build them up. Then the wounded—an endless stream—feet and legs pierced by bullets, or pitted by shrapnel, arms and hands with torn nerves and jagged, tender scars; chests still containing bullets or pieces of shell; in fact, no part of the body escapes the awful and sometimes fantastic effects of the ordeal through which it has passed.

"For almost all these cases the treatment comes under what might be called 'physical therapy'—electricity, hydrotherapy, massage, mechanotherapy, corrective exercises, physical training and marching.

"The Almeric-Paget Massage Corps has supplied trained masseuses, one operator being able to treat twenty cases a day, and recently the Corps has been strengthened by the first graduates from St. Dunstan's—four men blinded in action and taught their profession since the beginning of the war. The histories of cases neglected for months, or maltreated by unskilled amateurs, show the imperative necessity for careful training in this most important work.

"Many cases come in with limbs which have become wasted and joints stiffened by long immobility in splints, cases which must be slowly coaxed back to strength and usefulness by skilled massage and manipulation, and other apprehensive patients appear on inspection whose joints have been rendered painful, and in whom freshly formed scar tissue has been torn and inflamed by manipulation which a well trained masseuse would never have undertaken."

I have been able to collect some recent reports of some value upon this subject.

I quote first that dated 24th February, 1917, by the Committee of Council of the Section of Balneology, etc., of the Royal Society of Medicine, in England, which appeared in the *Lancet* on March 3rd, 1917.

*Statement and Recommendations on Physical Treatment for Disabled Soldiers, by the Committee of Council of the Section of Balneology and Climatology of the Royal Society of Medicine.*

1. "The serious and urgent problem of the physical treatment and training of disabled and discharged soldiers has been a long time under discussion, and it may be hoped is now approaching a solution. The Committee, having devoted more than two years to an investigation of the subject in England and France, feel bound to reassert their profound conviction, already twice urged in reports of the War Office, August 28th, 1915, and February 18th, 1916, that Physical Treatment, so often advocated by them, is now the thing most needed to prevent the formation of an army of cripples in this country. What has been already done here and there only points the way to the much larger aim of the Committee, and that is to provide an adequate and well-ordered system of physical treatment for every disabled soldier throughout the country who needs it, as far as possible before his discharge.

Such physical treatment consists of hydro-therapy, electro-therapy (including radio-therapy), mechanical treatment and massage.

(2) "At the British spas large numbers of wounded have received treatment by waters and baths, although considerable difficulty and delay in obtaining this treatment is sometimes experienced.

"The number of invalids requiring such treatment is likely to increase, and the Committee are of the opinion that the hospital accommodation for soldiers at the spas should be reserved for cases requiring hydrological treatment.

(3) "The Committee are further of opinion that as the importance of systematic methods and records is becoming more and more apparent, the general adoption of one simple system of recording cases is most desirable in order that the records supplied from all centres of physical treatment, whether at spas or attached to hospitals, may admit of exact classification.

(4) "A Clinic for the Physical Treatment of Disabled Officers was opened at 126 Great Portland Street, London, W., in July, 1916, as a result of the efforts of certain members of this Committee. The intention of the promoters of this Clinic was to provide an institution, thoroughly well equipped, which would afford to officers who were patients in the various hospitals in London the combination of the different forms of physical treatment which seemed necessary. Those responsible for it have endeavoured with some success not only to combine the best methods of treatment, but to secure the accurate keeping of measurements and records. It is not a copy of any existing institution, and embodies some new features, such as the 'Whirlpool' and 'Sedative Pool' baths. The Clinic is now financed by the British Red Cross Society, and is called 'The Red Cross Clinic for Physical Treatment of Disabled Officers.' Officers of all the allied nations are treated free of charge under careful and constant medical supervision.

"It is a matter of satisfaction to the Committee that so much excellent work in Physical Treatment is now being done at certain of the Command Depots, Convalescent Camps, Military Hospitals and Red Cross Hospitals. The experience already obtained clearly indicates the possibilities of such treatment when properly applied.

(5) "The vocational re-education of disabled soldiers in the British Islands, so far as it exists at present, has been in many instances carried out without medical supervision, and not associated with any concurrent physical treatment, nor with any systematic measurement of the patient's disability and progress. The Committee cannot regard this as satisfactory. On the other hand, they know that excellent re-educational work under medical supervision has been already accomplished at the Military Orthopædic Hospital at Shepherd's Bush and at certain of the Command Depots.

"The senior Honorary Secretary reports as the result of a visit just had to certain centres for physical treatment and training in France, under both the French and Belgian Governments, that the arrangements for industrial, intellectual and agricultural re-education are being continually extended in that country, and are in every case under medical direction. Essential importance is attached by French experts to the combination of re-education with physical treatment.

"The Committee notice with much interest that these facts have been set forth very clearly by Sir Henry Norman, in his recent report to the War Office on the 'Treatment and Training of Disabled and Discharged Soldiers in France.'

"They would only add that, in their opinion also, physical treatment should in the great majority of cases be provided as an integral part of re-education; and



that the determination of a man's capacity for work ought not to depend on casual observations, but on the results of the periodical measurement of his progress by means of accurate instruments. The very important economic and financial aspects of this matter are outside the province of this Committee."

#### RECOMMENDATIONS.

(1) "That a service of Physical Treatment consisting of hydrotherapy, electrotherapy (including radiotherapy), mechanical treatment, medical gymnastics and massage, should be made available at the earliest possible date for all soldiers needing it, who are disabled by war.

(2) "That Centres of Physical Treatment, comprising all the above methods, should be established throughout the country on an adequate scale, and wherever possible in association with general hospitals, so that other forms of special treatment and diagnosis may be readily available.

(3) "That at such centres there should be a uniform system of measurements and records.

(4) "That Centres of Re-education and Centres of Physical Treatment should be closely associated.

(5) "That all Centres of Physical Treatment should be under medical direction, with periodical inspection, and that medical men who are experts in the various departments of Physical Treatment should be appointed to the staff.

(6) "That at the Centres first established instruction in methods of Physical Treatment should be provided for the use of medical practitioners, medical students and assistants."

(Sgd.) "WILLIAM GORDON,  
"President of the Section.

"SEPTIMUS SUNDERLAND,  
"Chairman of the Committee.

"R. FORTESCUE FOX,  
"J. CAMPBELL MCCLURE,  
"Hon. Secretaries of the Committee.

"February 24th, 1917."

A later report of Dr. J. Campbell McClure, one of the members of that Committee, presented in June, 1917, to the War Disablement Committee of the same section, contains a vast amount of most valuable and interesting information, and will be transmitted with my report. I quote part of it:

*Conférence Interalliée pour L'Étude de la Rééducation Professionnelle et des Questions Qui Interessent Les Invalides de la Guerre.*

Grand-Palais, Paris, 8th to 12th May, 1917.

"The Congress was opened by the President of the French Republic in the afternoon of Tuesday, 8th May, at 3 p.m. . . .

"The work of this Section was divided into three parts: (a) Physiotherapy and medical-gymnastics; (b) the use of orthopædic apparatus, artificial limbs, splints and the like, and (c) work of various kinds as an adjunct to physical treatment. Section II was devoted entirely to the subject of the professional re-education of the disabled man. In Section III was studied the distribution and employment of disabled men; in Section IV the economic and social problems con-



nected with the disabled man; Section V dealt with the re-education of the blind, the deaf and those crippled by serious nervous lesions; Section VI was devoted to literature and propaganda. . . .

“The work of Section I began on Wednesday, 9th May, at 10 a.m., and Dr. Marneffe, head of the Belgian Military Hospital at Bonsecours, read a long resumé of all the papers already sent in to this Section. This resumé covered the whole question of the physical treatment of the disabled man by medical gymnastics, mechanotherapy, inflation of the collapsed lung after perforating wounds of the chest, electrotherapy, radiotherapy, hydrotherapy and physical training of disabled limbs.

“Certain conclusions were arrived at, which were agreed to after discussion as representing a consensus of opinion of those who took part in the work, but they were somewhat modified at the final meeting of the Congress on the afternoon of 11th May. (I append a translation of the more important of these resolutions as passed at the final meeting.)

“The conclusions arrived at at the first meeting were:

(1) “That surgeons should be urged to send their cases for physical treatment earlier than they at present do, before scars and injuries to joints become too fixed.

(2) “That medical gymnastics should only be practised under the constant direction of properly trained medical men.

(3) “That in order to ensure a proper training of medical men centres of instruction should be established throughout the allied countries for the training of medical men in medical gymnastics and other forms of physical treatment.

(4) “That medical gymnastics should be begun as early as possible in the treatment of injured limbs.

(5) “That where mechanotherapy is given, careful choice should be made of the apparatus to be used.

(6) “That assistants, nurses and orderlies should not be permitted to take part in mechanotherapy without suitable training in physiotherapy.

(7) “That re-educative exercises for disabled limbs should always be directed by a competent medical man with knowledge of the subject.

(8) “That care should be taken in an institute where physiotherapy is practised not to allow professional re-education to take the place of manual work of a purely curative kind. The physical treatment of the disabled man and curative manual labour should be entirely finished before his professional re-education is begun.

(9) “That professional re-education in an institution for physiotherapy should only serve as an adjunct to physical treatment of other kinds, and should be entirely subordinate to them. Also that such manual work should only be employed in treatment after being directly prescribed by a doctor and under his personal supervision.

“These conclusions were not arrived at without some discussion. It was interesting to find that in France and in Belgium, as in this country, those who were devoting themselves to physical treatment were still under the necessity of urging the surgeon to send his cases for such treatment earlier than has been his habit in order to obtain the best possible results in the way of cure. This point cannot be over-emphasized. Many cases are sent to special hospitals and clinics to be treated far too late in the course of their disablement, and there is no doubt that many valuable months are spent on the treatment of cases who have been kept in general hands too long.

"There was a distinct desire on the part of the Belgian Section of the Congress to impress the methods in use in Sweden on all those who practised physical treatment. The British and the French delegates objected to this, especially on the point that all apparatus for mechanotherapy should be strictly according to Zander models. The British and French delegates pointed out that in our various countries other apparatus had already been found to be of service that differed very greatly from Zander models, and it was especially emphasized that all apparatus for mechanotherapy should be so used that the movements were active and not passive. This point was carried at the instigation of the French and British delegates by a large majority.

"The newer varieties of physical treatment described at this Section were the use of radium in the treatment of contracted scars and eczema, and the manipulation bath and pool bath in use at the Red Cross Physical Clinic for Officers, 126 Great Portland Street, London, W. The results of the use of radium in the Grand-Palais Hospital were very striking, and it would appear that further work in this direction might be taken up with advantage. It was interesting to know that under Dr. Kerr, of Liverpool, radium has already been used in this country with considerable success.

"In other respects the delegates were all agreed, very strongly so, on the necessity of having all physical training and treatment under strict medical supervision until such time as the patient is ready to be sent back to the army in some capacity or another, or, if judged unfit for military service, is ready to begin re-education of a purely professional kind.

"Dr. Gourdon, of Bordeaux, gave a very full demonstration of the artificial arms which he has designed both for mechanical and agricultural work. They are extremely simple, effective and moderate in price, consisting as they do mostly of leather, with a steel bar and attachments. With these artificial arms mechanics are able to work freely in a most striking way, and agricultural workers are able to use the scythe, the spade, the wheelbarrow, etc., as well as to carry weights up to 100 kilos. Dr. Gourdon was very emphatic on the point that there was little need to spend much time on the physical re-education of men who had lost a lower limb in whole or in part. Such men, as soon as their artificial limb was comfortably fitted, were able to take up re-education of a purely professional kind. It is, however, otherwise with those who require to be fitted with an artificial arm. Much of the success of the new limb depends upon its being so fitted as to be absolutely suitable for the man's work, and it is only by careful testing of the limb in association with the work that proper results can be obtained. It is Dr. Gourdon's experience that shortly after the limb is adjusted properly a mechanic is able to take up various kinds of mechanical work with great ease, and thereafter his purely professional re-education is very rapid. He emphasizes, however, and apparently with justice, that without the careful preliminary re-education under medical supervision the man is apt to be drafted to his technical school with an unsatisfactory substitute for the limb he has lost.

"It was the general opinion of the British delegates that as far as ordinary artificial limbs went Great Britain was in no way behind her continental allies, but that some attention might be paid to the perfecting of the mechanical and agricultural arm on the lines recommended by Dr. Gourdon, of Bordeaux, and also on the lines of the arms used at the Re-education School at Lyons.

"On the morning of May 10th the third session of Section I was held, at which was discussed the value of work from a curative standpoint, and there was a general



consensus of opinion that such work was of the greatest possible value both in the case of neurasthenics, and those who had sustained injury to some limb, whether it had involved amputation or not. It was held by both the French and British delegates that this work should be considered only as a part of the physical treatment, and should not be in any way re-educative in a professional sense; that is to say, that as soon as a man is found to be unfit for military service, he should not continue his professional re-education in the hospital or command depot where curative work is being employed, but should be immediately drafted to another centre. The reason for this is obvious. When workshops are definitely connected with hospitals and a portion of these workshops is devoted to professional re-education, there is a great danger of two things. Firstly, an enthusiastic medical officer in charge of the workshops is apt to become too keen on what is after all a side line, and men develop in the direction of professional re-education instead of being stopped short either when their curative work has made them fit to return to the army, or when they have shown themselves to be quite unfit for further service. Secondly, the mingling of these two classes is bound to cause dissatisfaction among those who return to the army. This is natural, and is a problem which has to be faced very seriously.

"At this session I described the work of the Canadian Special Hospital at Ramsgate, illustrating the value of curative workshops in connection with physical treatment.

"Section II was devoted entirely to the study of professional re-education. This Section was attended officially by Col. Stanton, of the Statutory Committee, and Major Mitchell, of the Pensions Board, and their report will contain full information on the subjects discussed. One of the most important contributions to this section was Major Mitchell's own, which was extremely good, and of great interest to all the delegates present.

"There are one or two points that I should like to mention in a general way. There is no doubt that re-education in the widest sense of the word should be begun very early in the case of all those who are manifestly unfit for military service, particularly in those cases who have lost a limb. Opinion was unanimous that this work should be begun while the patient is in hospital. What can be done while the patient is still in hospital is to encourage him in the belief that although he is maimed he is still capable of living a useful life. To this end he should be spoken to, encouraged to ask questions, and a careful explanation should be given to him of all the means at his disposal for becoming fit to earn a decent living. Particularly is it necessary, when his mind is in a receptive condition, to make him understand the meaning of the new warrant which makes it plain that after a man's pension is fixed it cannot be diminished by any increase of capacity on his part. This 'orientation,' as the French call it, is a very important matter, and all those in charge of wounded men should be encouraged, if not ordered, to approach them from this point of view. If the medical officers in home hospitals in charge of disabled men were to take this as an important part of their duty they would find that much of their day that is now devoted to pursuits having a purely personal interest would be filled by very useful work.

"In addition, the systematic visitation of hospitals by competent people, not necessarily women, would be of the greatest value. Similarly, any hospitals for amputation cases, like Roehampton, and hospitals for neurasthenics, like that which will be shortly opened at Hampstead, ought to have in connection with them a small re-education school with workshops. It is interesting in this connection to note that among the men at Roehampton who have attended even a fortnight's course of



training in the workshops, 80 per cent. presented themselves for professional re-education. Further, among those who have not gone through this short preliminary course at the hospital, only some 5 per cent. or 10 per cent. presented themselves afterwards for professional re-education.

"There was considerable discussion in this Section as to whether re-education of a purely professional kind should be under the direction of a medical man or under the direction of the teacher of whatever kind of work had been deemed suitable for the patient. To the British delegates the solution appeared to be obvious. There are three people to be considered: the man, his medical attendant and the instructor. The man ought first of all to have his choice of the type of work which he desires to develop. If such work is manifestly unsuited for his state of health the doctor and the instructor ought to confer and arrange what type of work analogous to that which the man chooses for himself is suitable for his physical condition and mental capacity. There is a certain tendency abroad to leave the man out of account in these discussions, and this, in my opinion, is very unwise. The man will do much better work along the line of his choice than when he is dragooned into taking up work for which he has no natural inclination or aptitude.

"In connection with this I endeavoured to find out how far re-education was obligatory in France, Italy and Belgium. Roughly speaking, the regulations in France and Italy are the same, namely, that as long as a man is in hospital he is compelled to accept re-education if thought necessary by those in charge, and, further, he can be kept in a school of re-education for six months after his dismissal from hospital. In Belgium a law was passed in April, 1917, which made it obligatory for every disabled soldier to remain under supervision in schools for re-education until he can be repatriated. In France compulsion is very peaceful, as it seems to be in Italy, and the compulsion on the part of the Belgian Government is only because there is now no free Belgium in which to settle their men, and they are devoting all their attention to the education of craftsmen, as far as possible, to meet altered conditions after the war. Compulsory re-education is evidently impracticable for this country, and the French authorities are also not in favour of it. It is an open question whether some kind of pressure ought not to be brought to bear on those who either from indifference or laziness refuse to be re-educated. It would appear that a certain provision for this is made in the warrant for pensions.

"Section VI was in many respects the most important Section of the Congress, and dealt entirely with the literature and propaganda part of the scheme. At this Section Sir Alfred Keogh's report was presented, and created a very favourable impression on the allied delegates. They were particularly struck also by the way in which our new Minister for Pensions had faced the fact that a reduction of pension after re-education would absolutely sterilize any efforts made in the direction of the proper re-education of the injured soldier.

"An excellent suggestion was made by one of the British delegates that a liaison officer should be appointed both in France and England to keep in touch with all the work done both in physical treatment and re-education in both countries.

"There are certain points which have struck me during the Congress as being of special interest to this Committee, namely:

(1) "The importance of physical treatment being given as early as possible after the man's injury, and also the importance of having this treatment carried out patiently and skilfully for the proper length of time. I saw many cases at Port Villez who could have been made much more efficient if treatment had been continued longer.

(2) "That the success of any department which I saw evidently depended not only on the equipment of the place but also on the ability, concentration and sympathy of those in charge. It is of equal, if not of greater importance to have well-trained and interested men in charge of physical treatment and curative re-education as to have a well equipped institution.

"The old points have to be emphasized in the work of all the allied countries. The cases who will require physical treatment must be drafted early to special institutions; proper equipment for these institutions in every branch of physical treatment and curative manual work is necessary; skilled men interested in this kind of treatment must be found and appointed to take charge of such institutions, and to meet this demand there is needed at the present time in all the allied countries the establishment of centres at which medical officers, students and orderlies can be properly trained in this work.

"I do not think that Great Britain is now behind her allies in the treatment and re-education of the disabled soldier, but neither France nor ourselves can permit ourselves to be complacent. It would appear that in this country the civil organization of the whole subject of re-education is well on its way to be extremely effective, but all organizations for professional re-education will fail if the preliminary medical part does not go on improving."

The Committee from whose report I have first quoted has been very active in investigating matters not only concerning hydrotherapy but all forms of physical therapy which may be combined with it.

It calls attention to the present lack of understanding the benefits of physical means and complete physical equipment, and the entire want of recognition of these and allied means of healing which, years ago, was commented on by Sir William Osler.

In their report to the Council of the Society in April, 1916, R. Fortescue Fox, M.D., made the following explanation of their activities:

"A memorandum on the value of medical baths in the treatment of wounded and invalid soldiers was addressed to the army medical authorities on December 26th, 1914. It did not emanate from this Section, but from a number of representative medical men. It pointed out in the first place the extensive use of medical bath establishments for the military in continental countries. It showed the great need for hydrological and other physical treatment for the men leaving hospital; that large numbers of these, even those labelled 'incurable' could be, if not cured, at least greatly relieved by physical methods; and that bath treatments in particular were suitable both for surgical and medical cases, and could be employed with advantage not only at the spas, but at the military hospitals and elsewhere in the great towns. The signatories also called attention to the scientific value of a simple and uniform system of case records, which should record the physical treatment of disabled soldiers—a work which had not hitherto been attempted in the health resorts of this country.

"In January, 1915, the matter was discussed at a special meeting of the Section, at which Surgeon-General Russell, D.D.G.A.M.S., was present. Agreeably to his proposal the Council thereafter proceeded to appoint a committee to prepare information for the Army Medical Service. To its great advantage it numbered among its members Surgeon-General Russell and the President of the Society, Dr. Frederick Taylor. On behalf of my colleague, Dr. Campbell McClure, and myself, I have now to report the result of its work during the last fourteen months.



"In April, 1915, the Committee was informed that a system of 'combined physical treatment' for wounded soldiers had been installed at the Grand-Palais in Paris. I thereupon visited Paris, and with the courteous assistance of the officials, and particularly of our colleague, Dr. Quiserne, examined the hydrological and other methods employed at the Grand-Palais Hospital. The application of very high temperatures to the limb in a 'whirl bath' (balnéation à l'eau courante) appeared to me to be a method of much value, especially as a preparation for massage and mobilization of the joints. Full accounts both of the methods and the results obtained have since been furnished to us from time to time, with statistics, and these form the basis of the report which was published by the Committee in the *Lancet* of February 5th. The President of our Section has since that date made a special visit of inquiry to Paris. If only a part of the happy results that are claimed to follow from the 'combined physical treatment' of wounded soldiers is in fact realized, it appears to the Committee that these methods are justified and would prove in this country of inestimable value not only from the medical and humanitarian but from the economic point of view. The saving to the state in pensions and gratuities by the reduction of disability of disabled men in France is stated to amount to a very large sum.

"In recommending physical treatment we have been asked why we have departed from the province of balneology or hydrology. It is a sufficient answer that this section has never regarded the scientific study and use of physical agencies as alien to its scope and purpose. Health resorts exist for the application of physical treatment, and in addition to waters and baths many methods are employed accessory or adjuvant to hydrological and climatic treatment. Therefore, in recommending to the army medical authorities the systematic employment of combined physical treatment for disabled soldiers the Section is on familiar ground. No section of medicine can operate in a water-tight compartment, and least of all one devoted to the interests of hydrology.

"At the present moment there are within the hospitals or leaving the hospitals, in numerous convalescent homes and in their own homes, thousands of disabled men, for whom we believe a combined physical treatment affords a hopeful and the only hopeful means of recovery and of return to peaceful avocations. To meet this great need an altogether unique extension of what may perhaps be called 'orthopædic' work has become necessary. Without forgetting the achievements of surgery, we believe that in this particular field physical treatment ought to play a predominant part. It should take up the work which comes to an end in the hospital, and in multitudes of cases should prevent or minimize permanent disability. As regards the British health resorts, they are doing a magnificent work, but the lack of records is, and will prove to be, in our opinion, a serious evil. But in the present emergency we are all feeling our way, and I am sure there is no disposition to neglect what can be shown to be a necessary duty. We also acknowledge with much satisfaction that most valuable physical treatment is, and will be, available for disabled men at the large convalescent camps and command depots, in regard to some of which we have been asked to advise.

"But, when the full extent of this provision has been made, there still remains a great residuum (how great may it not become?) of men who will not have the benefit of the health resorts nor yet of the convalescent camps, many of them being discharged and returned to their own homes. For all these, both officers and men, the Committee are of opinion that a combined physical treatment should be provided, and that it might be well done, as in France, in institutions devoted to that



purpose. Such institutions would not be hospitals for in-patients, but rather clinics or out-patient departments, where whirl and other baths, electricity, massage and mechanical treatment would be applied under the best auspices and for the requisite period of time. In extending their view beyond the health resorts proper, and recommending as they have done that the fullest possible advantage should be taken of physical remedies for disabled officers and men in London and in the country generally, the Committee are confident that they have the approval of the Section."

I append to this, among the papers accompanying this statement, a description of a model hydrotherapeutic installation for soldiers, with ground plan, showing the space and size required, as it may serve as a useful suggestion for both military and civilian needs, the cost of which will be found to be moderate.

The results of physical therapy are thus summed up by W. A. Turrell, M.A., M.D. (Oxon), Major, R. A. M. C., in a paper recently appearing in the *Lancet* and read before the Section of Electrotherapeutics of the Royal Society of Medicine.

"To summarize very briefly the war services which electrotherapy can render to the state are as follows:

(1) "A considerable number of those who would otherwise remain permanently unfit can be rendered fit for general military service.

(2) "The severe pain of many of those wounded or injured by exposure on military service can be completely arrested or greatly relieved by these methods.

(3) "Electrical treatment is of great service in many of the less serious cases, often effecting a speedy cure and a quicker return to the fighting line.

(4) "Electrotherapy fully and efficiently developed will result in a very considerable reduction in the amount paid for state pensions, and, what is far more important, will restore function to many crippled limbs."

The work of Dr. Turrell has been very highly spoken of by C. Thurston Holland, M.D., President of the Roentgen Society in England, in these terms:

"The great advances made during the past decade in various forms of apparatus, and the equally great advances made in methods of treatment, scarcely require that attention should be called to them—they are matters of common knowledge.

"Electrical methods of treatment have in the past suffered much from the halo of quackery which has surrounded them. The men into whose hands these methods of treatment fell were, many of them, at any rate to a certain extent, charlatans. Now this is largely changed, and the electrotherapeutic work which the late Lewis-Jones did so much for, is at many of our larger hospitals being carried on most efficiently and in the best traditions of medical research by a number of highly skilled, highly efficient men. Of the value of electrotherapeutic methods what greater proof is required than the knowledge of what these methods have done for the wounded in this present war; methods which have been brought forward in a remarkable manner by the requirements of the wounded; and the necessity for trained, qualified medical men to superintend this treatment has become very obvious indeed.

"In 1915 at the Radcliffe Infirmary, Oxford, under the direction of my friend Major Turrell, 17,225 treatments were given by various electrotherapeutic methods, mainly to soldiers. The enormous yearly increase of this work at this one hospital shows in a striking manner of what value the results are when such a department is directed and controlled by a thoroughly efficient medical man who understands his apparatus, its applicability to individual cases, and whose thorough knowledge

of medicine and surgery enables him to apply to each case the individual treatment indicated in a scientific, as opposed to a merely haphazard, manner. I instance Major Turrell in this way because I have seen, and been much impressed by, his methods, and the manner in which his hospital department is carried on; but I have no doubt whatever that there are many others in the country where medical men are doing equally good work on similar lines. The real point is that this work is becoming of more and more importance in all directions, the different means at our disposal for effecting certain results are becoming more and more varied, the profession generally is recognizing the value of such work and the necessity for skilled medical control, and it follows that those who are to exercise this control must have the means of acquiring the knowledge to fit themselves for the work. That is to say, that the teaching must be recognized and regulated.

"In many countries this teaching is being organized and carried out on proper lines; in many countries university professorships and lectureships have been given to medical men qualified for such posts. We must not lag behind. Perhaps some of you may think that in the middle of this great war matters of this kind are not of great importance. I do not agree. We have got to prepare for the peace we all look forward to, and no harm can come by the ventilation of certain things asking for reformation and accentuated by conditions brought about by the war itself. America has been moving strongly from the X-ray point of view. In quite a number of universities and hospitals and colleges are professors of radiology and of electrotherapeutics, and in others lecturers on this subject; and it follows upon this, of course, that there are special courses and special lectures for teaching purposes.

"There is the necessity for post-graduate teaching, and this must be arranged from two points of view. At the present time elementary post-graduate courses are of the greatest importance, as so many of the practitioners had left hospital before either X-ray work began, or before it reached its present position. There will, however, always be a necessity for this teaching in order that medical men in general practice may have an opportunity of keeping themselves abreast of the times. For many years I found in my work that nearly every case came to me on the recommendation of a consultant; it still is the fact that the large majority of cases come in this way; of late years, however, there has been a growing tendency on the part of the general practitioner to have many on his cases examined from the X-ray point of view before calling in a physician or surgeon. This condition of affairs will, I believe, go on, and more and more work will come in that way as the medical student and so the general practitioner gets more and more knowledge of the possibilities of radiography." . . .

"And now I come to my final problem. This is the medical student. This unfortunate individual is already so over-burdened with subjects, lectures and classes all arranged for examination purposes, that it is said to be impossible to add any more to the curriculum. The answer to this must be that X-ray work has become of such overwhelming and paramount importance that it cannot, and must not, be shelved any longer. The public; and not the medical student, is what has to be considered, and the medical student does not imbibe knowledge on his own account, but because it may enable him to practise as a medical man in a safe and reliable manner; therefore, I say it is essential that the student should be compelled to imbibe some knowledge of what is now the most important exact means of diagnosis there is in a large and growing field of diseases, and that as the large majority of students will eventually become general practitioners they must have this knowledge before being let loose upon the public.



"The future general practitioner must have, at any rate, enough knowledge of X-ray and electrotherapeutics to enable him to know when an X-ray examination for diagnostic purposes is indicated, when he should recommend to a patient treatment by one or other of the various electrotherapeutic methods. Now it is a well known fact that the medical student will not imbibe knowledge for its own sake, but only from the examination point of view—of course, this applies to the average student—and unless he has the fear of the examination before him he does not attend lectures and classes. I believe that the time has come when it is essential that a course of radiology and electrotherapeutics should be included in the curriculum, and that in the final examination questions upon these subjects should be a possibility. Then the corollary to this becomes obvious: the teachers of these subjects must have recognized standing and position." . . .

"In conclusion, I am hoping to live to see the time when radiology and electrotherapeutics, taught at all universities and medical schools by professors and lecturers, will be carried on throughout the kingdom by well trained and medically-qualified specialists, and by such men and women only."

Dr. William Benham Snow, of New York, whose very complete electrical equipment I have inspected, has stated his views in a recent editorial on this subject. He is the author of many works on the subject: "Radiant Light and Heat" (1909); "Static Electricity and the Uses of the Roentgen Ray" (1905); and editor of *The American Journal of Electrotherapeutics and Radiology*. He says:

"In the larger hospitals, as in the London hospitals, the static current, as stated by Dr. Turrell in his article, is of inestimable value in the treatment of so many painful conditions occurring in connection with the rigorous exposures to which human beings are subjected at the front. Sprains, synovitis, induration about wounds, the forms of neuritis and including the largest number of painful conditions are best relieved by the various static modalities which will be found invaluable for the relief and speedy restoration of these sufferers to health and service.

"These measures which prove so valuable in times of peace, in experienced hands, are of inestimably greater value for the relief of those subjected to the strenuous exposures to which human beings are exposed in times of war. The recognition of these methods as coming from abroad, together with the verified experience of those who know them here, confirms their great value, and suggests the importance for their provision for our own soldiers if called into the warfare, as seems probable at the present time.

"It is of paramount importance that American hospitals here and abroad shall be provided with every means of rendering more comfortable the suffering soldiers who are exposing themselves not only to the inclemencies of the weather, but to the dangers of warfare; for too much cannot be done looking to the relief of suffering under these conditions.

"At this time, when the Government is asking the national societies and individuals in what field of endeavour they will serve their country, it becomes the duty of all such who are familiar with the use of the methods referred to, and who are so well conversant with their value in the treatment of inflammatory and painful conditions, to use their personal endeavours and influence to promote a better understanding of these matters, as well as giving their services to the Government for their administration."

In Canada I have had the benefit of the experience of Surgeons-General Jones and Fotheringham, Surgeon-Colonel Cameron and others, whose opinions will be found in the proceedings before me.



Canada has itself established in England some institutions which rank high and are referred to more than once by those whose views I have already given. They are also dealt with by Surgeon-General Jones, whom I now quote on the subject of the training of medical students and graduates:

"There is one point I should like to take up, and I think it is very important. That is, that the education of the medical student in this country does not tend to any great knowledge about hydrotherapy or electrotherapy, and we found extreme difficulty in getting men to take charge of this work, or to take an interest in it. When we went to Buxton and opened the hospital there, I came to the conclusion that we had practically no one upon whom I could lay my hands who had any great knowledge of hydrotherapy as carried out at any of the spas; and, therefore, I took steps to have two medical practitioners in Buxton given honorary commissions in the Canadian Army Medical Corps so that their services might be available for the men in our hospitals at Buxton. There are not many baths and spas in Canada, and the staffs of these places are usually men who have long resided there. There is practically little or no training of the medical student as regards hydrotherapy and not a great deal as regards electrotherapy."

I may now quote some views as to the present status of electricity as a modern curative agent. Dr. Desloges, of the Hotel Dieu, in Montreal, says:

"The immense progress made of late years by electrotherapeutics has won for it an honourable place among the most precious resources of therapeutics. From a simple accessory it has become a powerful adjuvant, and will become in the near future one of the fundamental sciences of medicine. Professor Rivière does not fear to call it the most constant, the surest and the most scientific of all methods.

"Its scope has increased with gigantic strides. As this physical agent becomes better known, and its many qualities are used in a more scientific manner, its marvelous curative powers are recognized.

"There is no longer any doubt of its efficacy. Clinical experiments have proved its real value on a solid basis sufficient to convince the most sceptical. But laboratory experiments have confirmed this theory in such a way as to leave no room to doubt the virtue of electricity in the treatment of diseases."

Wm. H. Schmidt, M.D., of Philadelphia, said in March, 1917:

"There are many physicians still who are unaware that electricity has a firm scientific basis for its employment in medicine, and many will look at you with sympathy when you tell them you employ electrotherapeutics. A campaign of education is necessary to correct this error. Much can be done to bring these facts before the practising physician, but more will be accomplished by having an efficient course in our medical and post-graduate schools under competent teachers who will start the student in the right path and instil a proper respect for its true value. Teachers in our medical schools in other branches, who do not understand electrotherapeutics, must be shown that electricity is not purely psychic, but that it has a sound basis of use in medicine."

*The American Journal of Electrotherapeutics and Radiology*, in its editorial in June, 1917, discusses the status of electrotherapy in this way:

"The oft-repeated statement by medical men, particularly of neurologists, that electrotherapeutics is practically a psychic measure, has arisen by the bungling and impractical use of the various currents by these men. The modern physician who uses electricity by modern methods looks with amazement upon the old text books on electrotherapeutics, and when he reads the medical works, particularly on nervous diseases, and observes the references made to the indication for the use of

electricity, and the way in which they still employ it, is aghast that no progress has been made by these writers for many years in the practical employment of an agent so potent for good.

"This is an age of progress, and when we compare the commercial uses of electricity with its employment thirty years ago the contrast is amazing, and so with electricity in medicine. It is safe to say that the present status of electrotherapeutics in the hands of those informed as to its effects, indications and technique for employing it, is in every respect keeping pace and progress with its commercial uses.

"Electricity is undoubtedly the most important means of restoring functional conditions and arresting organic processes in medicine. This fact must be so conceded and acknowledged that instead of the present attitude of those who know little or nothing of its properties and uses, and would reject its employment, they will be confronted by an energetic propaganda by those who are familiar with its properties and uses and methods of application, and that then it may be brought into its true light and significance before the medical profession.

"Let the obsolete notions concerning ascending and descending currents and the psychic uses of electricity be placed for ever in the background, and bring forward the essential properties and principles of employing the agency most effective and scientific in the treatment of inflammation, defective metabolism and inert processes. To do this is the duty of every physician conversant with its important indications.

"There is no field in medicine that offers greater encouragement for study and application than electrotherapeutics; therefore, the medical man who awakes to its importance and takes up the work scientifically, is certain to be popular with his patients, if not with the medical men who ignore it. The time is past when the subject can be treated slightly, and the men who continue to assume this attitude will become more and more unpopular with their patients. This is manifested on all sides. On the other hand, the medical man who essays to use electricity without knowledge of the principles and methods of application is dangerous to the community and a reproach to the medical profession, both of those who do and those who do not understand its uses."

To recur again to Dr. Tait McKenzie's resumé of treatment and its effects, I quote the following:

"The average time of each man spent in the treatment was well under three months, and the fact must not be lost sight of that even though a man is not sent back in category "A" his opportunities for a useful career in civil life after the war have been enormously increased and the burden on the nation in future pensions correspondingly lightened.



The following table from Dr. McKenzie's paper is instructive:

APPENDIX "B."

GUIDE TO OFFICERS AND CIVILIAN PRACTITIONERS IN MAKING MEDICAL EXAMINATIONS OF  
NEW ARRIVALS, AND IN ALL RE-EXAMINATIONS.

Treatment.	Conditions for which they are prescribed.	Abbreviations.
(1) Massage .....	(1) Contracted scars; (2) stiffened joints; (3) nerve injuries; (4) paralysis; (5) certain rheumatic conditions; (6) trench feet.	
(2) Radiant Heat .....	(1) Painful scars; (2) painful rheumatic joints and muscles.	R. Heat.
(3) Electricity .....	(1) Painful scars; (2) paralysis; (3) disordered action of heart; (4) contractures.	Elec.
(a) Faradic		
(b) Galvanic		
(c) Sinusoidal		
(d) Ionization		
(4) Vibration .....	(1) Disordered action of heart; (2) rheumatism of back and thigh.	
(5) Corrective Exercises ..	(1) Stiffness or weakness of fingers; (2) wrist; (3) elbow; (4) shoulder; (5) back; (6) abdomen; (7) thigh; (8) calf; (9) ankle; (10) foot.	Med. Exercises.
Remedial Exercises (in small classes).	(1) Flat foot; (2) bronchitis, after gas poisoning; (3) gun-shot wounds in chest.	Med. Exercises.
(6) Hydrotherapy .....	(1) Nervous shock; (2) rheumatism; (3) disordered action of heart; (4) painful joints; (5) contractures; (6) trench feet.	Hydro.
(a) Douche		
(b) Sedative		
(c) Whirlpool bath		
(d) Brine bath		
(7) Hospital Treatment ...	(1) Medical, surgical and dental; (2) eye conditions; (3) ear conditions; (4) sputum examinations; (5) X- ray examinations.	Reports required.
(8) Light Route March; two to four miles free walking.	(1) Debility after enteric and dysentery; (2) partial recovery from wounds.	L.R.M.
(9) Light physical training; movements slow and without running or jumping.	(1) Debility; (2) partial recovery from wounds.	L.P.T.
(10) Full physical training, including running and jumping and gym- nastic exercises. Also full route march in quick time.	For men ready for Class "A" and prepar- ing to return to unit.	F.P.T. F.R.M.



The reason why equipment in all departments of physical therapy should be found under one roof is thus given, both practically and scientifically, by Dr. Fox in his book:

"Many patients require for their restoration to health a careful combination of physical, electrical and psychical measures. A human being is an entity, both as to mind and body, and anything which deleteriously affects either the one or the other in any respect may interfere with the recovery of a local lesion. For instance, a dropped wrist, which should apparently do well, may hang fire because the patient is insufficiently clad, because he smokes too much, because he fears—it may be subconsciously—that recovery will mean a return to the front; or because he has had no leave for months, and is 'fed up' with hospital life. A broad clinical outlook and an understanding of human nature are not less essential to success than specialized knowledge and technical skill. 'Where there is no vision the people perish.'

"The physical forces are known to be closely correlated. It is questionable whether they ever act singly upon the human body. In solar rays light is combined with heat, and with other invisible radiation extending beyond the violet and the red. So it is in a lesser degree with all kinds of artificial radiation baths. The different kinds of rays are in process of being disentangled, and their medical value and uses determined. In the case of baths, also, the effects of heat and of cold upon the skin are combined with those of moisture and pressure, and sometimes of movement, and of the gases and salts contained in the water, besides those belonging to its physical qualities, such as electrical, potential and radio-activity. Again, it is well known that frictions and movements are accompanied by heat and electric currents.

"These examples show how closely physical forces are related to one another, and also how intimate and complex are the relations existing between them and the recipient human being. To bring those energies into effective operation upon the disordered tissues and organs of the body is the task of physical treatment. And it has for its foundation nothing less than a true and philosophical correspondence—dynamic remedies for a dynamic organism.

"All this is more or less common ground, and it may seem unnecessary to emphasize admitted truths. The facts are obvious, but here, as elsewhere, it may be doubted whether the full significance of familiar facts is equally plain. The more familiar the facts, the deeper and the more concealed is apt to be their meaning. The effect of cool, fresh air in tuberculosis is one of a multitude of similar observations. Do these not unmistakably signify that there are laws governing the reaction of the human body to heat and cold, and that by virtue of these laws reactions may be produced in infective disease, which increase the resistance of the tissues to invasion, and so check the extension of disease and favor the natural processes of cure? Do not such observations prove that there is in truth a complete body of doctrine, much of it still undefined, that will hereafter determine the actions and uses of physical remedies?

"This is not the place to attempt to state or summarize, even in the briefest manner, the ascertained principles or laws which have been found to govern the action of physical remedies on the body. They relate to a department of medicine which is full of interest and but little explored, and presenting much opportunity for fruitful research. Although many facts are familiar, the science of physical treatment remains still in great part a *terra incognita* and a *doctrina indocta*.

"Their proved effect upon the human body in health and disease marks out physical remedies as worthy of searching examination. No superficial study of

this or that isolated method of treatment is of any permanent value. It avails nothing to proclaim cold as a remedy in the nineteenth century, or heat in the twentieth. What is needed is a critical study of physical remedies as a whole, and this goes best of all *pari passu* with their practical application. Here, as elsewhere, clinical study is the most accessible and the most fruitful field for research. Observation by the trained observer, aided by instruments of precision, will not only guide the course of treatment, but gradually build up the science upon which the art of treatment depends."

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## SUPPORTING STATEMENT "B."

### OSTEOPATHY.

It is necessary to insist as a preliminary upon understanding the present attitude of the leaders of medical education, and upon the true conception of the aim of a student's training. That aim is intended to fit a youth to work with open and intelligent eyes at the problems that disease is ever presenting, and to equip him mentally so that he will not be the slave of any dogma or school. And the scientific and practical sides of medical education insisted upon by present teachers are so correlated that they require both a preliminary foundation of ordinary education as well as a more professional training, in which the student is afforded the sight and handling of actual cases and a laboratory in which he can test his diagnosis.

To impose a limitation upon this training by the setting up of a theory which is supposed to cover all possible cases, and by assuming that this theory will form a starting point to all medical knowledge, and that therefore training in some hitherto used department of knowledge is unnecessary, is neither rational nor practical. For no two bodies are alike, and no two individuals react alike and behave alike under the abnormal conditions known as disease. If the student has some *a priori* doctrine from which he starts, he colors his whole field of vision and disables his mind from accepting results as truly indicating conditions. He receives them as manifestations, more or less proving his theory and as related to it, whereas they may be caused by disorganization quite foreign to his point of view. The Chicago College of Osteopathy thus defines diagnosis:

"The student learns to diagnose correctly by tracing the relationship of the condition which he observes in his patient to the causative lesion. A lesion, be it observed, is any disturbance from normal in structure or environment, which tends to prevent the function of any part of the organism."

I do not think that it can be too emphatically stated that the first and most important value of medical education is its ability to detect disease and ascertain its exact description. Till that is truly done, the most accurate knowledge of how to cure specific ailments is useless. Anything that prevents a patient and candid survey of the conditions as they are is a detriment to a practitioner and a disservice to his mental activity.

I am well aware that many of those who desire to practise medicine without undergoing the training now required in this province will admit the foregoing, and will claim that all they desire is the right to use their own method of cure, which is preceded by diagnosis—the paramount importance of which they fully acknowledge. But this is ignoring the real result of scientific training, which is



the open mind and the ability, born of knowledge gained by personal training in the methods of the recognition of disease, to discern the true source of the distemper. If a practitioner is shut up in any direction by preconceptions, and is without the equipment which is conferred by rational and unrestricted inquiry, he comes to the task of diagnosis with only one eye, as it were, and is necessarily unable to prosecute his inquiry by experiment and reflection.

Diagnosis does not wholly depend on sight, manipulation and information. It must be practical, and, in a proper sense, empirical until observation of the effect of treatment either confirms or denies the original decision. And it is therefore begging the question to say that a diagnosis, fixed and unalterable in some of its elements, is a true diagnosis, while it is in reality only a decision that, whatever the cause, a particular treatment must be followed irrespective of its real applicability to the particular manifestation of disease. The result of this method of diagnosis may be said, in the language of a distinguished physician, to be a sort of popgun pharmacy, hitting now the malady and again the patient, the physician himself not knowing which.

“To recognize promptly and positively many of even the common diseases requires a skilled diagnostician who understands the use of scientific laboratory methods. The successful treatment of diphtheria, malaria and syphilis—as examples—depends on an early and positive recognition of the causative agent, respectively, the Klebs-Loeffler bacillus, the *Plasmodium malariae* and the *Treponema pallidum*. To be able to do this requires a knowledge of these organisms, and skill in the use of the microscope and laboratory methods of diagnosis. The cure of many diseases, such as tuberculosis, cancer, spinal meningitis, etc., depends not only on a positive but especially on an early diagnosis, and this, likewise, requires a thorough training in modern medicine. Without a training in scientific methods, the diagnosis of these diseases is uncertain, or impossible, since the signs and symptoms easily lead to their being confused with disorders requiring radically different methods of treatment. Without a correct diagnosis any form of treatment is guesswork and unscientific. A training in the branches fundamental to modern scientific medicine is an essential qualification for all who undertake to treat human ailments, no matter what treatment be adopted. This is a fundamental fact that defies contradiction.” (*The Journal of the American Medical Association*.)

It is interesting to note the claims of osteopathy made by Dr. A. T. Still, who discovered it in 1874. In his autobiography Dr. Still says:

“Osteopathy opens your eyes to see and see clearly; it covers all phases of disease and is the law that keeps life in motion.” (P. 275.)

“An osteopath must know the shape and position of every bone in the body, as well as that part to which every ligament and muscle is attached. He must know the blood and the nerve supply. He must comprehend the human system as an anatomist, and also from a physiological standpoint. He must understand the forms of the body and the workings of it.” (P. 344.)

“We control all the fevers of this or any other climate, all of the contagious diseases, such as mumps, chicken-pox, scarlet fever, measles, diphtheria and whooping-cough; also flux, constipation, diseases of the kidneys and of the spine. We deal with the brain, the liver, lungs and the heart. In short, every division of the whole human body, with all its parts.” (P. 347.)

While Dr. Still disclaimed all connection with medicine as then practised, and denounced drugs as poison, the modern osteopath has advanced very far towards both of these things. It is curious to note the contrast of the curriculum in some



of the more advanced osteopathic schools with the statement that what should be known was how to use the bones as levers to relieve pressure on nerves, veins and arteries, which was osteopathy as Dr. Still viewed it. (See "Historical definition" in Autobiography, preceding the preface.)

An interesting situation has arisen in the United States, as to which the following facts should be carefully studied. They relate both to the teaching colleges of osteopathy and to the status of osteopathy itself. From them the general conclusion may be drawn that owing to State regulation the osteopathic body has been forced to provide increased educational facilities and to lengthen the courses in its colleges, while at the same time its very advancement on those lines has almost obliterated the differences between it and modern medicine, while its adherents are drifting from its philosophy.

Its future thus hangs in the balance from an educational standpoint.

I append here some extracts from the year-books of five of the most up-to-date osteopathic colleges in the United States, of which four are (with another at Cambridge, Mass.), according to the statement of R. B. Henderson, D.O., to me, those mostly attended by students from Canada.

Chicago College of Osteopathy (Year-book, 1915-16).

"By the practical application of the ideals of the Chicago College of Osteopathy, the osteopathic branch of practice in the healing art has become established among the professions that require the highest educational standard." (P. I.)

The curriculum of the above College is now given:

PROPOSED SCHEDULE.

	FIRST YEAR.		Per Semester.	
<i>First Semester—</i>	Didactic.	Laboratory.	Total.	
Anatomy (Osteology, Myology, Arthology) .....	180			
Histology .....	36	72		
Embryology .....	36	18		
Biology .....	36	36		
Chemistry (Inorganic) .....	90	72		
Physiological Physics .....	36	18		630
<hr/>				
<i>Second Semester—</i>				
Anatomy (Angiology and Neurology) .....	96	90 Dissec.		
Histology .....	36	36		
Embryology (Application to Anatomy) .....	36			
Physiology (General, covering the Cell, Constituents of Body and Body Fluids) .....	90			
Chemistry (Inorganic and Organic) .....	90	72		
Pathology (General, Didactic and Laboratory) .....	36	72		654
<hr/>				
				1,284
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SECOND YEAR.				
<i>First Semester—</i>				
Anatomy (Splanchnology and Regional) .....	96	90 Dissec.		
Applied Anatomy .....	36			
Physiology (General, covering Digestion, Absorption, Respiration, Nutrition, Muscles and Heat) .....	36	54		
Osteopathic Application of Physiology and Neurology ..	36	36		
Physiological Chemistry and Toxicology, including Emetics and Catharsis .....	36	54		
Principles of Osteopathy .....	54			
Bacteriology and Serum Pathology .....	72	110		
Pathology .....	36			
Social Hygiene .....	18	..		764
<hr/>				

Second Semester.	Per Semester.		
	Didactic.	Laboratory.	Total.
Anatomy (Special Application to Osteopathy) .....	180		
Applied Anatomy .....	36		
Physiology (General), Nervous System, Special Senses and Reproduction .....	36	36	
Osteopathic Applied Physiology and Neurology .....	54	36	
Physiological Chemistry and Toxicology, including Emetics and Catharsis .....	36	54	
Principles of Osteopathy .....	90		
Physical Diagnosis .....	36	36	
Technique (Tissue Palpation) .....	36		
Hydrotherapy . . . . .	18	..	738
			1,502

THIRD YEAR.

First Semester—			
Theory and Practice of Osteopathy .....	90		
Technique . . . . .	54		
Obstetrics . . . . .	36	18	
Gynæcology .....	36	18	
Surgery (Major) .....	54	36	
Surgery (Minor) .....	18		
Anæsthesia (General, Local and Anodynes) .....	18		
Dietetics . . . . .	18		
Eye, Ear, Nose and Throat (Etiology, Pathology and Symptomatology) .....	18	18	
Dermatology . . . . .	18	18	
Experimental Pathology .....	18	18	
Pediatrics, including Infant Feeding .....	18		
Laboratory Diagnosis .....	36	72	
Hydrotherapy .....	18		
Autopsies .....	..	36	
Clinical Treating .....	..	108	792

Second Semester—			
Theory and Practice of Osteopathy .....	90		
Technique .....	72		
Obstetrics .....	36	18	
Gynæcology .....	36	18	
Surgery (Major) .....	54	36	
Surgery (Minor) .....	18	18	
Anæsthesia (General, Local and Anodynes) .....	18		
Dietetics .....	18		
Eye, Ear, Nose and Throat (Etiology, Pathology and Symptomatology) .....	18	18	
Dermatology .....	18	18	
Experimental Pathology .....	18	18	
Laboratory Diagnosis .....	..	36	
Pediatrics.....	18		
Antisepsis . . . . .	18		
Autopsies .....	..	36	
Corrective Gymnastics .....	18		
Clinical Treating .....	..	108	774
			1,566

FOURTH YEAR.

First Semester—			
Theory and Practice of Osteopathy .....	90		
Technique . . . . .	54		
Obstetrics . . . . .	54		
Gynæcology . . . . .	36	18	
Surgery (Major) .....	36	36	
Oral Surgery (Elective) .....	18		
Pediatrics . . . . .	18	18	
Eye, Ear, Nose and Throat (Practice) .....	18	18	

First Semester—	Per Semester.		Total.
	Didactic.	Laboratory.	
Genito-Urinary Diseases .....	18	18	
Osteopathic Diagnosis .....	..	90	
X-Radiance .....	18		
Corrective Gymnastics .....	18		
Hygiene and Sanitation .....	36		
Clinical Treating .....	..	72	
Dispensary, Bedside and Obstetrical Clinics .....	..	108	792
<hr/>			
Second Semester—			
Clinical Laboratory Diagnosis .....	36		
Technique .....	54		
Obstetrics .....	54		
Gynæcology .....	36	18	
Surgery (Major) .....	36	36	
Orthopædics .....	18	36	
Pediatrics .....	18		
Eye, Ear, Nose and Throat (Practice) .....	18	18	
Genito-Urinary Diseases .....	18	18	
Osteopathic Diagnosis .....	..	90	
X-Radiance .....	18		
Hygiene and Sanitation .....	36		
Medical Jurisprudence .....	18		
Clinical Treating .....	..	72	
Dispensary, Bedside and Obstetrical Clinics .....	..	108	756
<hr/>			<hr/>
Total number of hours, 5,900.			1,548

In a paper read by Dr. A. F. McKenzie, at the meeting of the Huron and Perth Medical Associations on July 15th, 1914, and published in the *Dominion Medical Monthly* in November, 1914, this statement appears in reference to the Littlejohn College and Hospital, now part of the Chicago College of Osteopathy:

"I have here the 1912-13 announcement of the Littlejohn College and Hospital. In looking through the list of text-books recommended, I find many which we all recognize as authorities: 'Gray on Anatomy'; 'Foster on Physiology'; 'Osler on Medicine'; 'Rose and Carless on Surgery'; and so on through the whole list. Anyone looking at this part of the announcement alone would not be able to distinguish it from that of a regular, commonplace medical school. The only two subjects which are different are 'Osteopathic Technique,' in connection with which no text-books are named, and 'Principles of Osteopathy,' in connection with which three text-books are named."

#### PHILADELPHIA COLLEGE OF OSTEOPATHY.

(Year book, 1916-17.)

The following is the curriculum:

The course of study graded progressively covers four years of eight months each.

FIRST YEAR.		Hours per week.
First Semester—		
Anatomy, Didactic .....		5
Dissection (8 weeks) .....		6
Physics, Didactic .....		2
Laboratory .....		2
Chemistry, Inorganic .....		3
Laboratory .....		4

7 M.E.



<i>First Semester—</i>		Hours per week.
Biology, Didactic .....		2
Laboratory .....		2
Histology, Didactic .....		3
Laboratory .....		4
Personal Hygiene .....		1
History of Osteopathy .....		1

<i>Second Semester—</i>		
Anatomy, Didactic .....		5
Dissection (8 weeks) .....		6
Chemistry, Organic, Didactic .....		2
Laboratory .....		4
Histology, Didactic .....		3
Laboratory .....		4
Embryology, Didactic and Laboratory .....		2
Emergencies .....		1
Toxicology, Didactic and Laboratory .....		2

SECOND YEAR.

<i>First Semester—</i>		
Anatomy, Regional .....		3
Dissection (8 weeks) .....		6
Of the Nervous System .....		2
Physiologic Chemistry, Didactic .....		2
Laboratory .....		2
Physiology, as applied to Osteopathy (Didactic and Experimental) .....		2
Principles of Osteopathy .....		2
Pathology, General—Didactic .....		3
Laboratory .....		4
Bacteriology, Didactic .....		2
Laboratory .....		4

<i>Second Semester—</i>		
Anatomy, Regional and Visceral .....		3
Dissection, General (8 weeks) .....		6
Dissection of Nervous System .....		2
Physiology of Nervous System .....		2
Pathology, Special, Didactic .....		3
Laboratory .....		4
Principles of Osteopathy .....		2
Physiologic Chemistry and Urinalysis .....		4
Osteopathic Clinic .....		3
Minor Surgery .....		1

THIRD YEAR.

<i>First Semester—</i>		
Applied Anatomy .....		3
Obstetrics, Lectures and Demonstrations .....		2
Neurology .....		2
Mental Diseases .....		2
Gynæcology, Didactic .....		2
Clinic .....		1
Symptomatology and Osteopathic Therapeutics:		
Diseases of Gastro-Intestinal Tract .....		2
Diseases of Respiratory Tract .....		2
Diseases of Genito-Urinary Tract .....		2
Diseases of Children .....		2
Surgery, General .....		2
Dietetics .....		1
Physical Diagnosis .....		1
Osteopathic Diagnosis and Technique .....		2
Osteopathic Clinic .....		3
Osteopathic Clinical Practice .....		6

*Second Semester—*

Hours per week.

Applied Anatomy .....	2
Obstetrics, Didactic and Demonstrations .....	2
Neurology .....	2
Gynæcology, Didactic .....	2
Clinic .....	1
Symptomatology and Osteopathic Therapeutics:	
Diseases of Gastro-Intestinal Tract .....	2
Diseases of Respiratory Tract .....	2
Diseases of Genito-Urinary Tract .....	2
Diseases of Children .....	2
Surgery, General .....	2
Dietetics .....	1
Physical Diagnosis .....	1
Osteopathic Diagnosis and Technique .....	2
Osteopathic Clinic .....	3
Osteopathic Clinical Practice .....	6

## FOURTH YEAR.

*First Semester—*

Obstetrics, Didactic and Bedside Work .....	2
Surgery: General and Special .....	2
Orificial .....	1
Orthopædic .....	1
Clinic (Osteopathic) .....	2
Diagnostic and Surgical Clinics (Courtesy of Pennsylvania Hos- pital) .....	2
Diagnostic Clinics .....	4
Mental, Surgical, Dermatological, Genito-Urinary, etc., etc. (Courtesy of Philadelphia General Hospital and the De- partment of Health and Charities of Philadelphia.)	
Ophthalmology: Didactic .....	1
Clinic .....	1
Public Hygiene and Sanitation .....	1
Osteopathic Jurisprudence .....	1
Osteopathic Clinic .....	3
Osteopathic Clinical Practice .....	6

*Second Semester—*

Obstetrics, Didactic and Bedside Work .....	2
Surgery: General and Special .....	2
Orificial .....	1
Orthopædic .....	1
Clinic (Osteopathic) .....	2
Diagnostic and Surgical Clinics (Courtesy of Pennsylvania Hos- pital) .....	2
Diagnostic Clinics .....	4
Mental, Surgical, Dermatological, Genito-Urinary, etc., etc. (Courtesy of Philadelphia General Hospital and the De- partment of Health and Charities of Philadelphia.)	
Ear, Nose, and Throat, Didactic .....	1
Clinic .....	2
Symptomatology and Osteopathic Therapeutics:	
Skin and Venereal Diseases .....	1
Osteopathic Clinic .....	3
Osteopathic Clinical Practice .....	6

## CENTRAL COLLEGE OF OSTEOPATHY, KANSAS CITY.

(Year Book, 1915-16.)

The following is the curriculum:

The course of study covers a period of three years of nine months each, divided into six semesters of four and one-half months each.

An optional fourth year of five months is provided for those desiring it, equalling four years of eight months.

Classes are matriculated in January and September of each year.

The course of study, schedule and faculty subject to change.

The graded curriculum is arranged as follows:

## FIRST YEAR.

*First Semester—*

	Hours.
Touch Training .....	36
Physics and Word Analysis .....	54
Biology .....	36
Histology (Didactic, 90 hrs.; Laboratory, 54 hrs.).....	126
Descriptive Anatomy .....	90
Inorganic Chemistry (Didactic, 54 hrs.; Laboratory, 36 hrs.)....	90

*Second Semester—*

	Hours.
Touch Training .....	36
Hygiene and Dietetics .....	72
Embryology . . . . .	54
Histology . . . . .	36
Organic Chemistry (Didactic, 54 hrs.; Laboratory, 36 hrs.).....	90
Descriptive Anatomy .....	90
Dissection . . . . .	144

## SECOND YEAR.

*Third Semester—*

	Hours.
Descriptive Anatomy .....	90
Infectious and Alimentary Diseases .....	90
Principles of Osteopathy .....	72
Organic Chemistry (Didactic, 54 hrs.; Laboratory, 36 hrs.).....	90
Physiology .....	90
Technique .....	54
Clinic .....	72
Clinic Practice .....	108

*Fourth Semester—*

	Hours.
Descriptive Anatomy .....	90
Physical Diagnosis .....	90
Principles of Osteopathy .....	72
Heart, Lung and Nervous Diseases .....	90
Physiology .....	90
Technique .....	54
Clinic .....	72
Physiological Chemistry, Urinalysis, and Toxicology .....	90
Clinical Practice .....	108

*Fifth Semester—*

	Hours.
Applied Anatomy .....	90
Pediatrics .....	54
Regional Anatomy .....	36
Bacteriology (Didactic, 36 hrs.; Laboratory, 54 hrs.).....	90
Gynæcology (Didactic, 54 hrs.; Clinic, 18 hrs.) .....	72
Surgery . . . . .	90
Pathology (Didactic) .....	36
Clinic .....	72
Eye, Ear, Nose and Throat (Didactic, 54 hrs.; Clinic, 36 hrs.)....	90
Osteopathic Mechanics .....	54
Clinic Practice .....	162
Obstetrics .....	54



*Sixth Semester—*

	Hours.
Mental Diseases .....	54
X-Ray .....	18
Medical Jurisprudence .....	18
Fractures and Dislocations .....	54
Regional Anatomy .....	54
Hydrotherapy .....	18
Anæsthesia .....	18
Gynæcology (Didactic, 54 hrs.; Clinic, 18 hrs.) .....	72
Bacteriology .....	36
Laboratory Diagnosis .....	54
Pathology (Didactic, 36 hrs.; Laboratory, 54 hrs.) .....	90
Surgery .....	90
Clinic .....	72
Eye, Ear, Nose and Throat (Didactic, 54 hrs.; Clinic, 36 hrs.)...	90
Osteopathic Manipulations .....	54
Osteopathic Practice .....	162

## FOURTH YEAR.

*Five-Months Course.*

	Hours.
Applied Anatomy .....	90
Surgery .....	72
Eye, Ear, Nose and Throat (Didactic, 54 hrs.; Clinic, 36 hrs.)...	90
Gynæcology (Didactic, 54 hrs.; Clinic, 18 hrs.) .....	72
Osteopathic Technique .....	54
Obstetrics (must personally attend six cases) .....	54
Laboratory Diagnosis .....	36
Pediatrics .....	54
Osteopathic Clinic .....	72
Clinic Practice .....	162
Dispensary and Bedside Instruction .....	36

## COLLEGE OF OSTEOPATHIC PHYSICIANS AND SURGEONS, LOS ANGELES, CAL.

(Year Book, 1915-16.)

The following is the curriculum:

The course of instruction covers four years, of nine school months, and of thirty-four actual teaching weeks each year.

	Hours.	Hours.
Anatomy .....	704	704
1. Osteology, Syndesmology, Myology .....	80	
2. Upper Extremity and Neck .....	128	
3. Lower Extremity and Back .....	128	
4. Head, Thorax and Abdomen .....	128	
5. Regional and Relational .....	80	
6. Applied, Topographical, Surgical .....	80	
7. Comparative .....	80	
Embryology, Laboratory and Stereopticon .....		80
Histology, Laboratory, Lecture, Recitation .....		160
Chemistry .....		432
1. Inorganic (Optional with Students filing with the Registrar approved grades) .....	160	
2. Organic .....	80	
3. Physiological .....	160	
4. Toxicology .....	32	
Physiology .....		288
1. Blood, Circulation, Respiration, Digestion .....	96	
2. Absorption, Excretion, Metabolism, Internal Secretion, Nu- trition, Animal Heat .....	96	
3. Neurology and Special Senses .....	96	

	Hours.	Hours.
Biology .....		192
1. Laboratory, Lecture, Recitation .....	80	
2. Laboratory (Optional with Students filing with the Registrar approved grades) .....	112	
Bacteriology, Laboratory, Lecture, Recitation .....		160
Hygiene .....		80
Pathology .....		340
1. General Pathology, Lecture and Recitation .....	80	
2. General Processes, Laboratory .....	112	
3. Special Organ Pathology, Laboratory .....	128	
4. Gross Pathology and Post-mortems .....	20	
Osteopathic Therapeutics, Lecture and Recitation .....		80
Osteopathic Technique, Laboratory Courses .....		232
Dietetics .....	32	
Hydrotherapeutics .....	16	
X-Ray and Electrical Diagnosis and Therapy .....	24	
Pharmacology and Materia Medica, 1 .....	96	
Pharmacology and Materia Medica, 2 .....	80	
Osteopathic Medicine, General Diagnosis and Practice .....		1,050
1. Physical Diagnosis .....	80	
2. Laboratory Diagnosis .....		
3. Neurology .....	130	
4. Psychiatry .....	80	
5. Dermatology and Syphilis .....	48	
6. Alimentary Diseases .....	60	
7. Infectious Diseases .....	60	
8. Pediatrics .....	112	
9. Respiratory and Circulatory Diseases .....	80	
10. Diseases of the Blood, Ductless Glands and Metabolism...	32	
11. Genito-Urinary Diseases .....	48	
12. Clinical Practice .....	320	
Laryngology, Otology, Rhinology .....		64
Ophthalmology .....		64
Optometry .....		32
Surgery and Surgical Diagnosis .....		500
Orthopædic Surgery .....		48
Gynæcology .....		144
Obstetrics .....		160
Jurisprudence .....		20
Ethics and Economics .....		10
Thesis .....		40
Total required hours .....		4,856

AMERICAN SCHOOL OF OSTEOPATHY, KIRKSVILLE, MO.  
(Year Book, 1914-15.)

The following is the curriculum:  
Tabular Course of Instruction.

The course of instruction covers three college years of nine months each, with a fourth year, which is at present optional, but which will ultimately be made a part of the required course.

Each year is divided into two terms. Classes are matriculated in September and January of each year.

FIRST YEAR.

First Term—	Hours.
Anatomy—Lectures and quizzes, including demonstrations in Osteology, Myology and Syndesmology .....	90
Histology—Lectures, quizzes and laboratory work throughout the term..	126

Hours.

General and Physical Chemistry—Lectures, quizzes and laboratory work throughout the term .....	126
Physiology—Lectures, quizzes and laboratory work throughout the term on General Physiology and Physiology of Nutrition .....	108

*Second Term—*

Hours.

Anatomy—Lectures and quizzes, including demonstrations in Angiology, Neurology and Splanchnology .....	90
Bacteriology—Lectures, quizzes and laboratory .....	135
Physiology—Lectures, quizzes and laboratory work throughout the term on the special senses and nerves .....	108
Organic and Physiological Chemistry—Lectures, quizzes and laboratory work throughout the term .....	126
Histology—Quizzes and laboratory work .....	36
Embryology—Lectures, quizzes and demonstrations .....	45

## SECOND YEAR.

*First Term—*

Hours.

Osteopathic Principles—Lectures, quizzes and demonstrations.....	90
Regional Anatomy—(Including anatomy of the Special Senses)—Lectures and quizzes with demonstrations on the cadaver .....	90
Practice of Osteopathy—Lectures and quizzes throughout the term.....	90
Osteopathic Mechanics—Laboratory and lectures .....	54
General Pathology—Lectures, quizzes and laboratory work throughout the term .....	126
Hygiene, Public Health Dietetics and Toxicology .....	90
Dissection—With quizzes, etc. ....	144

*Second Term—*

Hours.

Applied Anatomy—Lectures, quizzes and demonstrations .....	90
Practice of Osteopathy—Lectures and quizzes throughout the term .....	90
Neurology—Lectures and quizzes throughout the term.....	90
Special Pathology—Lectures, quizzes and laboratory work throughout the term .....	126
Gynæcology—Lectures, quizzes and laboratory work .....	126

## THIRD YEAR.

*First Term—*

Hours.

Osteopathic Clinics—General clinic with lectures and quizzes two hours daily throughout the term .....	72
General Surgery—Lectures and quizzes, with laboratory work throughout the term .....	90
Eye, Ear, Nose and Throat—Lectures and quizzes throughout the term..	90
Obstetrics—Lectures, quizzes and clinics throughout the term .....	140
Clinical Practice—Individual practice, by students, with weekly reports, six hours attendance per week at the Infirmary required .....	108
Physical Diagnosis—One lecture per week, with laboratory work throughout the term .....	30
Nervous and Mental Diseases .....	90
Reports—Cases in general practice, and the various specialties are required throughout the senior year as cases are treated.	

*Second Term—*

Hours.

Osteopathic Clinics—General clinics with lectures and quizzes daily throughout the term .....	72
Operative Surgery—Lectures, quizzes and laboratory work throughout the term .....	90
Skin and Venereal Diseases—Lectures and quizzes one-half term .....	60
Pediatrics—Lectures and quizzes one-half term .....	45
Clinical Practice—Individual practice by student, with weekly reports, six hours attendance per week at the Infirmary required throughout the term .....	108
Differential Diagnosis .....	90
Laboratory Diagnosis—(Including, blood, sputum, urine, and other tests by laboratory methods throughout the term) .....	40
Insanity—Lectures .....	30
Osteopathic Therapeutics .....	60



	Hours.
Medical Jurisprudence .....	20
Proctology .....	20
X-Radiance .....	20
Minor Surgical Clinics—In sections, each student .....	20

FOURTH YEAR.

Optional—

Osteopathic Clinics—General clinic with lectures and quizzes, case reports	90
Surgery—Clinics, with case reports; lectures and quizzes.....	90
Eye, Ear, Nose and Throat—Lectures, quizzes and case reports.....	126
Neurology—Lectures, quizzes and clinics .....	90
Practice of Osteopathy—Lectures, quizzes and clinics .....	90
Applied Anatomy (Osteopathic)—Lectures, quizzes and dissection.....	90
Physical Diagnosis—Clinical .....	54
Laboratory Diagnosis .....	36
Osteopathic Mechanics—Laboratory and lectures .....	18
Principles of Osteopathy—Lectures and quizzes .....	90
Obstetrics—Lectures, quizzes and clinics (reports required).....	90
Skin and Venereal Diseases—Lectures and quizzes .....	45
Pediatrics—Lectures and quizzes .....	45
Pathology—Lectures and laboratory quizzes .....	126
Bacteriology—Laboratory . . . . .	36

“The above is an outline of recommended courses from which the students may choose. Other subjects are available.

“The courses are extensions of the regular work as outlined in the first three years, and are given at the option of the student. Each student in the fourth year is required to elect at least twenty hours per week of lectures in clinical branches besides laboratory work. The course extends five months, making a total of 560 hours in addition to the laboratory work. Original work must be presented on some subject assigned by the Faculty, the results to be embodied in a thesis.”

In the latter year book is inserted an interesting comparative table of what is taught in the “old schools” and the osteopathic schools.

I give it in full, with some comments from the same source upon it.

“Instead, as in the old school medical colleges, of studies relating to drugs and their administration, the osteopathic student has Principles and Practice of Osteopathy and Osteopathic Diagnosis.

“Beyond this, the subjects handled are the same, and a glance at the table of subjects below will show that the instruction given the students in this school is as comprehensive as that received by the students in the best of the old school medical colleges. The essential difference lies in the different presentation.”

SUBJECTS RECOMMENDED BY THE ASSOCIATION OF AMERICAN MEDICAL COLLEGES.	SUBJECTS TAUGHT IN THE AMERICAN SCHOOL OF OSTEOPATHY.
Histology	Histology
Embryology	Embryology
Osteology	Osteology
Anatomy	Anatomy
Physiology	Physiology
Chemistry and Toxicology	Chemistry and Toxicology
Materia Medica	Principles of Osteopathy
Pharmacology	Osteopathic Mechanics
Therapeutics	Comparative Therapeutics
Bacteriology	Bacteriology
Pathology	Pathology
Medical Zoology	Medical Biology
Clinical Microscopy	Clinical Microscopy
Physical Diagnosis	Physical Diagnosis
Practice of Medicine	Osteopathic Diagnosis
	Practice of Osteopathy

## SUBJECTS RECOMMENDED BY THE ASSOCIATION OF AMERICAN MEDICAL COLLEGES.

Surgery  
Obstetrics  
Gynæcology  
Pediatrics  
Eye and Ear  
Nose and Throat  
Mental and Nervous Diseases  
Electro-Therapeutics  
Genito-Urinary Diseases  
Dermatology and Syphilis  
Hygiene and Public Health  
Dietetics  
Medical Jurisprudence

## SUBJECTS TAUGHT IN THE AMERICAN SCHOOL OF OSTEOPATHY.

Surgery  
Applied Anatomy  
Obstetrics  
Gynæcology  
Pediatrics  
Eye and Ear  
Nose and Throat  
Mental and Nervous Diseases  
Electro-Therapeutics  
Genito-Urinary Diseases  
Dermatology and Syphilis  
Hygiene and Public Health  
Dietetics  
Medical Jurisprudence  
X-Radiance

In dealing with this table, the year book says:

"Osteopathy is based upon the belief that health depends upon the structural integrity of the body, and that disease is caused by bony or muscular lesions.

"Medicine is based upon empiricism, except in the cases where disease is caused by germs. The osteopathist believes that health can be restored by correcting the anatomical lesions. The medical man has learned by experiment that certain nerves can be affected by certain drugs, so, to cure disease, he introduces these into the stomach, the blood becomes impregnated with the drug, it is carried to the affected nerve, as well as to every other nerve in the body. This is why the osteopathist is so strongly opposed to drugs—they may stimulate or inhibit the desired nerve, but what do they do to all the rest? Of course, the anatomy studied is the same in the different schools, but it is taught much more thoroughly and minutely in the osteopathic schools. The osteopathist must use his anatomy every day, while the medical man forgets most of his as soon as he has passed his last examination. The study of symptomatology, of course, is entirely different, as the two theories of disease are radically different. The medical student has to study materia medica, the nature and effect of the drugs used in his practice. This the osteopathic student does not have to learn, but he has instead the Principles and Practice of Osteopathy. This is a much more subtle and intricate subject, and requires the most careful teaching. The technique of an osteopathist is quite as complex and infinitely more important than that of the most highly trained pianist.

"Beyond this, the subjects treated are the same, but the basic difference in principle gives an entirely different viewpoint, even with the same subjects taught from the same text-books, so that an osteopathist could not possibly get adequate training in a medical school." or I.

This statement is, as are almost all the osteopathic pronouncements, based upon the idea that medicine as generally understood is bounded by the use of drugs, and that it sees nothing else and ignores the fact that at present osteopaths are being taught the uses and effects of drugs.

The Kansas City College of Osteopathy year book says:

"While it is true that most of the subjects taught in an osteopathic college are identical with those taught in a medical college, in the latter the whole thought is flavoured with the deep-seated, centuries-old prejudice for the superstition of drug therapy."

The Chicago College of Osteopathy year book says:

"Anatomy, of course, is fundamental, or should be, to a thorough understand-



ing of disease, or better still, disordered anatomy. But the simple fact that the drug schools do not fully recognize this truth, and place their faith in a blind belief in drugs, has been the primary cause of the public's lack of faith in the medical schools, and this fact is also the reason why the demand of prevention, palliation and cure has not been met by the older schools.

"Likewise, in physiology, pathology and chemistry the osteopathic school thoroughly appreciates the many facts gleaned by the other schools, but again it is the interpretation, correlation and application of these facts that is frequently different."

I do not think that the statements I have noted can be fairly said of modern medicine. Sir William Osler has, I think, given very clearly the attitude of medical men at the present time, and his remarks about diagnosis might, with propriety, be pondered by osteopaths as well as others.

### *Diagnosis, not Drugging.*

He says (p. 190): "In the fight which we have to wage incessantly against ignorance and quackery among the masses, and follies of all sorts among the classes, diagnosis, not drugging, is our chief weapon of defence. Lack of systematic personal training in the methods of the recognition of disease leads to the misapplication of remedies, to long courses of treatment when treatment is useless, and so directly to that lack of confidence in our methods which is apt to place us in the eyes of the public on a level with empirics and quacks."

### *New School of Medicine:*

"The nineteenth century has witnessed a revolution in the treatment of disease, and a growth of a new school of medicine. The old schools—regular and homeopathic—put their trust in drugs, to give which was the alpha and omega of their practice. For every symptom there were a score or more of medicines—vile, nauseous compounds in one case; blank harmless dilutions in the other. The characteristic of the new school is firm faith in a few good, well-tried drugs, little or none in the great mass of medicines still in general use.

"Imperative drugging—the ordering of medicine in any and every malady—is no longer regarded as the chief function of the doctor.

"The battle against polypharmacy, or the use of a large number of drugs (of the action of which we know little, yet we put them into bodies of the action of which we know less) has not been brought to a finish.

"One of the most striking characteristics of the modern treatment of disease is the return to what used to be called the natural methods—diet, exercise, bathing and massage. There probably never has been a period in the history of the profession when the value of diet in the prevention and the cure of disease was more fully recognized."

But I do not think the matter rests entirely upon theory. In practice, the more advanced osteopaths have, as I have shown, laid down courses of study which differ hardly at all from those of our present medical schools. What is called the fundamental difference in viewpoint hardly exists in fact, or if it does, there seems to be no harm in a person possessing knowledge of both. But osteopathy has so modernized its system that the difference has almost disappeared.

"Osteopathy as a school of practice takes no stand for or against vaccination or serum therapy." (Kirksville College year book, p. 47.)



“In every case surgery is the complement of osteopathy. . . . Hence the comparatively thorough course in the subject given by the American School of Osteopathy.” (Ibid. pp. 59, 60.)

The Los Angeles College has a course of Pharmacology and Materia Medica, to which 196 hours are devoted, described in its year book thus:

“This is a didactic course, covering the physiological and pathological action of drugs.” (P. 29.)

But the most important fact of all is that the best osteopathic colleges have in fact recognized that they must provide the usual medical education and be recognized by State Medical Boards as doing so.

The American College of Osteopathy in Kirksville, Mo., has now a course on the action of drugs and on comparative methods (p. 1,184).

The Philadelphia College of Osteopathy thus refers to its action:

“In order that the graduates of an osteopathic college may be admitted to the examinations for license to practise osteopathy in New York State, it is necessary that the college be ‘registered’ under the rules and regulations of the New York State Education Department, and in order to qualify for ‘registration’ it is necessary to have an entrance requirement in accordance with the rules of the Board of Regents of New York State, to maintain a four-year course of study, to have six full-time instructors, and to have at least fifty thousand dollars invested in the institution. When this college was registered six years ago it was unable to comply with the above requirements in respect to six full-time instructors and the financial requirement of \$50,000.

“With the closing of the term of 1914-15 registration was withdrawn as these requirements had not been met, and as a result the college was not registered in New York State during the past year. The college expects to meet the requirements in every respect before the beginning of our next term in September, and it is conducting its campaign for studies on this basis.”

The Chicago College of Osteopathy was registered as providing a course valued as a four years’ course by the Board of Regents of the University of New York on the 2nd December, 1915.

The importance of this step, desired in Philadelphia and accomplished in Chicago, is that medical schools to be registered in New York State require as a minimum course the following:

<i>Subjects.</i>	<i>Year.</i>	<i>Hours.</i>	<i>Year.</i>	<i>Hours.</i>	<i>Year.</i>	<i>Hours.</i>	<i>Total.</i>
Gross Anatomy.....	I	330	II	150	....	....	480
Histology . . . . .	I	120	....	....	....	....	120
Embryology . . . . .	I	60	....	....	....	....	60

The laboratory requirement of the above hours shall be:

<i>Subjects.</i>	<i>Year.</i>	<i>Hours.</i>	<i>Year.</i>	<i>Hours.</i>	<i>Year.</i>	<i>Hours.</i>	<i>Total.</i>
Gross Anatomy . . . . .	I	240	II	90	....	....	....
Histology . . . . .	I	90	....	....	....	....	....
Embryology . . . . .	I	45	....	....	....	....	....
Physiology . . . . .	I	90	II	120	....	....	210
Organic Chemistry . . . . .	I	90	....	....	....	....	90
Physiologic Chemistry . . . . .	I	90	II	60	....	....	150

The laboratory requirement of the above hours shall be:

<i>Subjects.</i>	<i>Year.</i>	<i>Hours.</i>	<i>Year.</i>	<i>Hours.</i>	<i>Year.</i>	<i>Hours.</i>	<i>Total.</i>
Physiology . . . . .	I	60	II	90	....	....	....
Organic Chemistry . . . . .	I	60	....	....	....	....	....
Physiologic Chemistry . . . . .	I	60	II	45	....	....	....
Bacteriology . . . . .	I	70	II	45	IV	15	130
Pathology . . . . .	...	....	II	210	III	60	270

Laboratory requirement of the above hours shall be:

Subjects.	Year.	Hours.	Year.	Hours.	Year.	Hours.	Total.
Bacteriology .....	I	60	II	30	....	....	....
Pathology .....	..	....	II	180	III	45	....
Surgery .....	II	90	III	180	IV	240	510
Pharmacology and Therapeutics.	II	90	III	120	....	....	210
Dietetics .....	II	....	....	....	IV	15	15
Internal Medicine .....	II	55	III	270	IV	360	685
Physical Diagnosis .....	II	30	....	....	....	....	30
Obstetrics .....	..	....	III	90	IV	30	130
Gynæcology .....	..	....	III	30	IV	30	60

Six obstetric cases in either the third, fourth or hospital year.

Subjects.	Year.	Hours.	Year.	Hours.	Year.	Hours.	Total.
Hygiene .....	....	....	III	60	....	....	60

Subjects.	Year.	Hours.	Year.	Hours.	Total.
Eye .....	III	40	IV	120	160
Ear .....					
Nose .....					
Throat .....					
Dermatology .....					

History of Medicine .....	IV	30	30
The Ethics of the Medical Practitioner .....			
Medical Jurisprudence .....			
Medical Economics .....			

General totals, 850 hours each year.

Additional light is thrown upon this approximation of medical and osteopathic colleges by a comparison furnished to me by the Chicago College of Osteopathy of the number of hours allotted to various studies by that college and four medical colleges in Chicago:

	Rush Medical College.	North- Western Medical.	Illinois University Medical.	Chicago College Med. & Sur.	Average.	Chicago College of Osteopathy.
Physics .....	300	300	144	288	258	54
Chemistry .....	480	480	272	384	404	324
Biology .....	180	180	144	192	174	72
Medical Subjects.						
Histology .....	....	128	288	128	136	180
Anatomy .....	660	528	416	592	549	804
Physiology .....	180	280	272	272	251	252
Embryology .....	60	128	....	80	67	90
Phys. Chemistry .....	120	400	128	160	202	180
Pathology .....	180	346	272	352	287	216
Bacteriology .....	90	128	144	144	126	180
Physical Diagnosis .....	....	128	48	64	60	72
Hygiene .....	....	16	112	32	40	72
Autopsies .....	....	50	64	32	36	72
Gynæcology .....	90	224	102	192	152	216
Genito-Urinary .....	90	96	72	64	80	72
Roentgenology .....	....	16	4	16	9	36
Surgery .....	480	552	440	566	509	388
Obstetrics .....	180	152	196	192	180	432
Jurisprudence .....	30	....	16	32	19	18
Eye, Ear, etc. ....	160	408	124	160	213	144
Pediatrics .....	....	208	128	128	154	90
Neurology .....	....	160	100	160	140	270
Dermatology .....	....	96	66	80	60	72
Orthopedics .....	....	....	84	80	41	54



	Rush Medical College.	North- Western Medical.	Illinois University Medical.	Chicago College Med. & Sur.	Average.	Chicago College of Osteopathy.
<i>Medical Subjects.</i>						
Medicine . . . . .	330	256	260	432	319	360
Laboratory Diagnosis . . . . .	....	....	64	....	16	180
Anesthesia . . . . .	....	....	....	16	4	36
Tropical Diseases . . . . .	....	....	....	32	8	18
Psychiatry . . . . .	....	....	....	64	16	....
Hydrotherapy . . . . .	....	....	24	....	6	....
Dietetics . . . . .	....	....	....	....	....	36
Corrective Gymnastics . . . . .	....	....	....	....	....	36
Antisepsis . . . . .	....	....	....	....	....	36
Clinical Diagnosis . . . . .	....	....	....	....	....	18
Elective . . . . .	450	....	....	96	24	....
	4,060	5,260	3,984	5,030	4,652	5,080
<i>Therapeutic Subjects.</i>						
Pharmacology . . . . .	60	272	176	160	142	....
Materia Medica . . . . .	....	....	244	64	77	....
Pharmacy . . . . .	270	30	....	388	172	....
Therapeutics . . . . .	....	220	64	64	87	....
Serology . . . . .	....	....	....	16	4	....
Rx. Writing . . . . .	....	....	16	....	4	....
Chemistry of Drugs . . . . .	30	....	....	....	7	....
	360	522	500	692	493	....
<i>Osteopathic Therapeutic Subjects.</i>						
Clinic Treating . . . . .	....	....	....	....	....	360
Osteopathic Diagnosis . . . . .	....	....	....	....	....	180
Technique . . . . .	....	....	....	....	....	270
						810

In the appeal issued by the American Osteopathic Association for an endowment fund for the A. T. Still Research Institute, the following appears:

"In its development to the present, Osteopathy has relied upon its own resources. The point is now reached where this will not suffice. If it is to meet the demands created by its very success, it must expand the scope of its activities far beyond their present limits. The specific needs arising from this situation are of two sorts: those relating to the scientific side of osteopathy, calling for research, and those relating to the professional side, calling for post-graduate training.

"These needs can be met only as the most modern equipment and the most efficient methods are made available for the advancement of scientific knowledge and the higher training of practitioners and teachers. For these purposes there should be provided a scientific and educational institution of the highest class, in which not only may Osteopathy contribute its share of investigation into the generally recognized problems of disease, but more especially where the many new problems raised by Osteopathy may be worked out to the benefit of society through their more efficient application in osteopathic practice."

#### "The Three Departments:

"Its three essential features should be research laboratories, post-graduate school and hospital. We can do something worth while with all these housed in one



building. We can do more with the hospital as a separate building. But for the highest attainment and widest usefulness each of these departments should have its own building with suitable accessory structures. The measure of realization in this regard depends upon the size of the endowment fund.

*“ Research :*

“ This department should be equipped with laboratories for investigation in subjects as follows:

“ Anatomy and anatomical mechanics, biology and physiology, physiological chemistry, pathology, bacteriology, X-ray and photography, microscopy, osteopathic technique, library, public hygiene and prevention of disease.

“ Supplementing these would be dissecting rooms, pathological museum, and quarters for animals.

“ These laboratories should be equipped in the most complete manner so that no sort of investigation may be barred by lack of facilities; and so that the work done in them may be efficient and of a high order scientifically, and, therefore, practical and productive.

*“ Post-graduate Work :*

“ This department should provide for the systematic imparting to members of the profession of the results achieved in the research department, together with such special and advanced instruction in osteopathy, surgery, and special subjects as will train students for special practice and for research and teaching. This department should be so well equipped that osteopathic physicians will be eager to secure the benefit of advanced study and training under such favourable conditions. The problems involved in the safeguarding of the public health, and in the social side of disease prevention are so closely related to the welfare of society that this function of the practitioner should be adequately provided for. In co-operation with the research department any member of the profession may pursue lines of investigation in which he may have special interest, and the Institute would officially recognize the scientific work of such practitioners and professors as are achieving unusually good results in a specialty. This recognition would help them to devote more and more time to their specialties and thereby more effectually develop improvements in methods of treatment. On the other hand, lectures and conferences, held throughout the country in osteopathic centres, constituting a sort of university extension system, would serve to take to the members of the profession the new things, the advances in knowledge and practice. The final result of all the work of the Institute should be better physicians.

*“ Hospital :*

“ This would be related to each of the other two departments. It should include general osteopathic, children's, obstetrical and surgical clinics, and isolation wards for contagious diseases. One section should be arranged and equipped with special reference to the scientific study of disease by the research department. Another section should serve primarily as a clinic for the post-graduate students. In addition to these, ample provision should be made for private cases, to enable the patrons of osteopathy anywhere in the country to secure the best in skill and science that Osteopathy affords.”

*"The Plans Matured:*

"This is not a new idea in the profession. The need of such an institution has been realized from the earliest beginnings of osteopathy. The organization of the Institute by the American Osteopathic Association dates from 1907. In this time the profession has realized what it wants to do and has matured and perfected its plans. It is a movement of the entire profession, which has shown its faith and its determination by contributing from its daily earnings to the nucleus of an endowment fund. The income from this fund has been carefully used to the best advantage that circumstances would permit. Committees of the Institute have directed various lines of investigation. Individuals, both in and out of colleges, have taken up special lines of research on their own motion, devoting such time as could be spared from teaching and practice, in animal experimentation and other laboratory work. To these have been appropriated from the income fund small sums, \$100 to \$300 each, to cover in part at least the actual expense of their work."

From the above it will be seen that the American Osteopathic Association recognizes that up to the present time Osteopathy lacks the facilities, technical and otherwise, to solve the problems which it says its system raises.

To quote again:

"Naturally, no research work had ever been done having any direct bearing along these lines. Other scientific institutions and laboratories devote their time and energies to problems coming down to them from medical tradition, and are working along lines entirely foreign to the principles of osteopathy. Therefore, it is an absolute necessity that osteopathy should be enabled to work out the problems of far-reaching importance and deep significance which it has raised, under its own auspices and using its own men and laboratories."

In addition to these definite statements and actions it may be noted that in the official Journal of the American Osteopathic Association the tendency I have noted and the change in the viewpoint is brought forward in many ways.

In his presidential address made at the Convention of Osteopaths held at Kansas City in July and August, 1916, Dr. O. J. Snyder, said (p. 8):

"We are not raising here an issue as to what osteopathic practice should or may embrace—whether under certain conditions the administration of drugs may not be desirable, even imperative. But we are justified in reminding our colleges that their prime function is the teaching of the principle and practice of osteopathy, and without thorough prosecution of this work they cannot faithfully fulfil their obligations."

In the editorial of the issue of the Journal of September, 1916, commenting upon the "spirit of the 1916 meeting," reference is made to the two previous annual conventions in Philadelphia and Portland, thus:

"Sentiment at Philadelphia (1914) was intense for the promulgation of the osteopathic truth. So intense, in fact, that it crystalized in an undertaking to enforce this by resolutions and by prohibition. The report was that heresy was widespread and increasing; that osteopathy was not being taught and other subjects and methods were supplanting it. There was an alarm at the door, and it must receive immediate attention. The result was the adoption of the resolution, well intended but it appeared later ill advised, in that it does not get at the subject from the right angle.

"A year later (1915) at Portland the sentiment may have been equally strong regarding the fundamental principle of osteopathy, but it was equally against trying



to enforce the acceptance of principles by majority vote. A year had passed by in which to consider the situation more carefully and the effect of the action of the previous meeting. The feeling which took tangible form at Portland in the repeal of the action of the previous year was that we must establish the practice of osteopathy through education, and not through rules and regulations.

"Kansas City stakes off another twelve-month, a year in which there has been much discussion, some of it senseless, harmful and unnecessary, but the year has given an excellent opportunity to view the situation calmly and plan for the future. Especially has it given an opportunity to study it from the college viewpoint, and certainly without that consideration no duty of the situation would be adequate or complete. While we may say that the profession belongs to the men and women in practice, who are making it and making the reputation which creates its valuable asset, we cannot, if we would, forget our responsibility to the colleges.

"The existing colleges, our present educational system, are the direct successors of these, and profit by the trail of good and suffer for the bad which these early institutions left. With raised restrictions making the struggle for existence more difficult, self-elimination among the colleges has gone on until now we find seven such institutions. Happily these, with one or two exceptions, have gone upon the basis of educational institutions, and individual proprietorship with them is no longer a condition with which to contend.

"The real feature of the meeting is that the colleges and the members of the Educational Committee present agreed upon a schedule which meets the state laws in the strictest states, and yet sets conditions which the colleges say they are ready to meet, and which other colleges say they will try to work toward. When this is accomplished our educative system will, for the first time, be adequate to the state laws. Now the work is to make them adequate to the needs of making osteopaths such as the profession demands.

"What are the demands of the profession for future osteopathy? Naturally, men and women successful in practice think that what they practise is about right, and naturally their ideal is that those who come out should practise about as they do. It is safe to say that nine-tenths of the osteopaths who attend meetings, whose influence is felt, who give character to the profession, do not use drugs in their practice, and no doubt most of these believe that drugs have no place in our work. This sentiment was as pronounced at Kansas as at any meeting in recent times.

"To insure this condition in practice some propose to go further and forbid teaching concerning the use and effect of drugs, serums and vaccines in the schools. Unfortunately, not to teach drugs is no guarantee that the students will not want to resort to drugs—or will resort to them in practice. Most of those who mix in drug therapeutics have no adequate training for it. The schools report there is a demand on the part of many students for a knowledge of materia medica, and especially pharmacology. At least one of our colleges maintains that as the law stands in the state in which it is located, it must teach these subjects.

"Our personal conviction is that drugs for therapeutic effect have no place, theoretically or practically, in our system. But we are equally sure that if we make both for school instruction and practice, a certain standard of osteopathy the test rather than entire elimination of drug knowledge, we shall be accomplishing vastly more. Putting the essential thing into our training is more to the point than keeping the unnecessary out. Let the standard be established on the positive basis.

"We have the right to demand a certain amount of learning and experience as a condition of graduation. Have we the right to demand that it shall end at a



certain point, that it shall not exceed an established minimum? Go further and assume, for the sake of argument, that we have the right to say the practice shall *not* be so and so, but shall be as mine is. Have we any evidence that those graduating under a course which includes pharmacology, or that those who in other colleges, through private classes, get a course in pharmacology will practise drugs? Some of the colleges say not, and demand that they be given a chance to prove that the action of drugs can be taught, a rounded medical education given, and the faith of the osteopath in osteopathy and his reliance in it increased.

"That is what all at the recent meeting seemed agreed on—need of osteopaths with an increased knowledge of osteopathy and the fullest confidence in its therapeutic value. There seems not a shade of difference of opinion about this being the present need. The point is, how to secure the desired end? We should realize that conviction in osteopathy on the part of those entering it as a profession comes as the result of investigation by comparison of theory and results with other systems, and less through accepting it on sentiment because of what it did in one individual case, as was true of those who took it up fifteen or more years ago. It may not be unreasonable to assume that the essential facts in pharmacology and perhaps in materia medica taught from the correct viewpoint may be a strong factor in convincing the osteopathic student and grounding his faith. This article is no argument for this teaching. We have all these years fought against it. It is an argument for fairness to the colleges. The colleges are not an end. Education is not an end; both are means to the end—competent osteopathic physicians. They are the result, the fruit of our educational system. We must judge the system by the fruit. They have not yet borne fruit. To judge before they bear fruit is prejudice. If this should be taught, however, we hope it will be done under the heads of toxicology and comparative therapeutics, where, as far as they enter into an osteopathic course, they belong. And if taught, they should be taught by real believers in osteopathy and not by believers in drugs.

"We believe the report of the Board of Trustees along this line had some very wholesome suggestion, and we urge its careful reading upon every member. If an osteopath is so thoroughly grounded in osteopathy, and we know him to be such, that we cannot question his loyalty to its philosophy, then we must grow to the point where we will give him the liberty of treating an individual case as his judgment and experience indicate it should be treated, provided we know that he has had the training so that he knows what he is doing."

The colleges represented at that meeting (and the others not present are said by the Secretary of the Association to be pretty close together) recommended that beginning 1st July, 1917, the following requirements be insisted upon, and their report was adopted:

#### REQUIREMENTS FOR MATRICULATION.

"The minimum requirements for matriculation shall be: 'A diploma from a high school course or its equivalent education, together with satisfactory proof that the applicant is the lawful holder of such diploma and that the same was procured in the regular course of instruction.'

"In lieu of said diploma the applicant may submit satisfactory evidence of any of the following:

"(a) A certificate from the college entrance examination board, of the college examining board of any State or territory whose standard of educational requirements is equivalent to that of a standard four-year high school as stated in the

paragraph above, showing that such applicant has successfully passed the examination of said board.

“(b) The passing of an examination before the entrance examining board for entrance to the academic department of any State university or foreign university of equal grade, or the possession of documentary evidence of admission to the academic departments of such institutions as a regular student.”

COURSE OF STUDY.

“The course of study shall cover four calendar years of not less than thirty-two weeks each year, and at least ten months must have intervened between the beginning of any course and the beginning of the preceding course.

“Eighty per cent. of actual attendance in all the subjects of the course shall be required, and each student must have a passing grade in each subject. Seventy-five per cent. on final examinations shall be the minimum passing grade. Final examination papers must be kept on file for at least one year, and shall be open to inspection by any duly appointed agent of the A. O. A.

MINIMUM REQUIRED CURRICULUM.

Anatomy . . . . .	600
Physiology . . . . .	300
Biology . . . . .	64
Pathology . . . . .	250
Embryology . . . . .	60
Histology . . . . .	160
Chemistry . . . . .	320
Bacteriology . . . . .	160
Hygiene . . . . .	45
Dietetics . . . . .	32
Principles of Osteopathy . . . . .	80
Osteopathic Technique . . . . .	160
Hydrotherapy . . . . .	16
X-Ray . . . . .	32
Osteopathy, General Diagnosis and Treatment . . . . .	1,200
Ear, Nose, Throat . . . . .	60
Eye . . . . .	60
Surgery . . . . .	320
Gynæcology . . . . .	145
Obstetrics . . . . .	150
Jurisprudence . . . . .	6
	<hr/>
	4,320

I have made these lengthy extracts in order to show just what is the meaning of the period of transition through which osteopathy in the United States is passing.

I add a few more to illustrate it still further:

“Let the word *education* be our key—not alone for our college work, but for our associated efforts. The great object is to take the student, and the practitioner who has not seen the vision, to a point where he can see osteopathy. Formerly, he could get a vision of it in two years, because he was determined to get a view of it. He knew he wanted that view. He had seen those who had the view and he knew their earnestness and singleness of purpose and their success. Later it has required more time, as we ourselves contributed and as other sciences have contributed, much which must be incorporated in the study of osteopathy—and as osteopathy widens into the common ground with other systems of practice, and particularly as other forms of practice become less



characteristically drug systems and approach our own, it requires a longer time for the student to get the vision clearly.

"Then again the profession needs a revival." . . . "We are not putting osteopathy first as we once did."

(Editorials in Official Journal, October, 1916.)

"Then to meet the demand from without and within the profession our schools have gradually extended the course of study and have raised the entrance requirements which, of necessity, places financial burdens upon the colleges taking this step.

"The colleges are not doing this for their own gain or glory. Naturally they would prefer to accept only well prepared matriculants, and they would prefer to keep them long enough to make the best possible physicians of them, but the extension of the course came from a desire to render osteopathy the highest service and to qualify the graduate for entrance requirements in the State. Practically all State legislatures have aided in bringing public opinion to that point where nothing less than the equivalent of a high school education and four years of technical study is recognized as equipping men and women for the practice of the healing art. Two courses were open to us, to continue on the three-year basis and accept regulation as a specialty, or meet conditions imposed for general practice.

"In going upon the four-year basis the colleges do not in any sense discredit the work which they were able to do for the student in a three-year course. It has been a natural progression. True, the three-year course has been crowded, and perhaps that was not sufficiently long to round out a student for the duties and responsibilities of practising the healing art. And yet no one would deny that competent practitioners can be made in a three-year attendance at the best of our colleges. No doubt much better physicians can be made with another year of preparation, so that the raise to the four-year course has been partly to give the best educational advantages possible and partly to meet public sentiment and State laws. That the condition which the colleges have now imposed upon themselves greatly increase the standing of osteopathy, and the value of every competent practitioner's license, will not be questioned. In justice to the solidarity of the profession the fact should be recognized that it is to our benefit that these changes, expensive, and even hazardous to some of the colleges, are made by them.

"If the activity of the profession is directed in favor of the colleges which are meeting these conditions, and if our activity makes it possible for these colleges to maintain the advanced ground they have taken, there is the assurance to the other colleges which may not have seen their way to take this advanced standing, and which we have every reason to believe they wish to take as soon as they can see the income necessary toward carrying it out.

(Editorial in Official Journal, December, 1916.)

"Other commendable decisions of the last convention mean much also to the foreign policy of osteopathic development. For instance, a closer fellowship of our colleges in the direction of regulating education. The very serious and staggering criticism that our colleges exist for personal financial gain has interfered largely with the scientific reception of our theory. For the good of osteopathy in general this must change.

(Correspondence from President of British Association, Birmingham, England, December, 1916.)

"That osteopathy has not grown as it should have grown in the past few years is due to the lack of earnest support shown in the college growth by the rank



and file of the profession. This interest has not been alive for the reason that those who have best succeeded in almost every community have done so through straight osteopathic work. And when they suspect that that character of work is not still being done by the colleges they doubt the efficiency of any other and do not interest themselves as they did ten years ago in making the colleges grow.

"The colleges may not be altogether to blame for the condition of affairs which has come about. Our educational system has been passing through a formative period, shifting from a two-year to a three-year and on to a four-year course, and likewise restrictions to the matriculants through raising the entrance requirements. It has been necessary to add much material to the present course which changes it considerably when compared with the old two-year course. The remodeled course also changes considerably the viewpoint of the graduate as to his line of practice, and the graduate under the two-year course which was definite and specific training along certain lines, seeing the difference in the attitude between himself and the newer graduate, believes that the latter is not as genuinely osteopathic and withholds his active support and approval from the colleges."

(Editorial in Official Journal, February, 1917.)

#### DIAGNOSIS HAS BEEN PRACTISED AS AN ART RATHER THAN AS A SCIENCE.

"There have been those among us in days gone by who contended that our particular spinal diagnosis should be all-sufficient, minimizing the advantage of physical and microscopic diagnosis. Happily, that time is past. We are now reaching out in all directions for every diagnostic advantage. If the older schools have in their splendidly-equipped laboratories developed new methods, I maintain that we have a right to adopt them and make them our own. Pride and prejudice have too often spoiled the career of men. We must avoid the pitfalls of these arch-enemies of success. What if sero-diagnosis did happen to be a by-product of a decaying medical school's effort to acquire a new therapeutic agent? Serum-therapy has been a failure but sero-diagnosis is not and it belongs as much to the osteopath as to the allopath. To-day even the layman talks of blood-pressure tests and blood analysis as most important in the determination of certain diseases. No osteopath in the twentieth century will lack the equipment to determine either the blood pressure or the blood current."

"Osteopathic diagnosis has been, in the hands of all too many of our practitioners, an art rather than a science, through no lack of principle and exposition but because our colleges were not alive to the fact that the impetus given to the mastery of our mechanics under the tutelage of the founder himself was lacking in some of his successors.

"The twentieth century osteopathic student must early in his career determine whether his field will be cosmopolitan or provincial, for in our cities the general practitioner is passing and the day of the specialist is approaching. We have already in our ranks specialists in diseases of the eye, ear, nose and throat, dermatology, gynæcology, obstetrics, acute infections diseases, pediatrics, orthopedic and major surgery."

(Address, Edythe F. Ashmore, D.O., before the Osteopathic Society of Greater New York, February, 1917.)

As an additional interesting and confirmatory fact, it may be mentioned that in Ohio the osteopaths, having secured special provision for their own system and exemption from the regular medical examinations, have now insisted

upon and obtained the right to administer narcotics, although it was part of their original theory that drugs were anathema.

In *Osteopathic Health*, published in Chicago, June, 1915, it is said: (p. 2):

"Now the osteopathic physician makes exactly the same examination as the surgeon, but in addition he makes another examination that is peculiarly his own."

In *Osteopathy*, published by the American Osteopathic Association, and written by Percy H. Woodall, there appear the following statements (p. 86):

"The time spent in acquiring a medical education is usually four terms of seven months each. The osteopathic course requires, as a minimum, three years of nine months each, and some of the schools require four terms of eight or nine months each.

"The American Medical Association requires a minimum of four thousand hours' work in the four terms. The American Osteopathic Association requires a minimum of three thousand, seven hundred and thirty-one hours of work in the three terms."

(P. 88.) "Those schools which maintain the four-term course require nearly five thousand hours' work. If the greater amount of time devoted to bacteriology and surgery in the medical colleges be considered, it will be found in the main that there is but little, if any, difference in the number of hours required by the two schools of treatment, and several osteopathic colleges actually give a longer course than is required of medical colleges.

"The impression that the doctor of medicine is better educated to care for the sick or to give advice in matters of illness than the doctor of osteopathy is erroneous. The subjects taught in the two schools are practically the same, except that the osteopathic physician, disbelieving the curative power of drugs, devotes little study either to materia medica or to pharmacology. He substitutes for these the principles and practice of osteopathy.

(P. 93.) "It must now be clear to the unprejudiced mind that the osteopathic physician is the peer of any. He makes his own diagnosis after an examination that is unique in its thoroughness. His knowledge of the body and of diseases is thorough and complete; his manipulative skill is equal to that of the most dexterous surgeon. His education is thorough, comprehensive and practical. In addition to the latest medical ideas and theories regarding the causes, diagnosis and treatment of diseases, he has his own distinctive and peculiar methods. He rejects only that part of medical teaching that has failed in results and applies instead of these unreliable methods others that are trustworthy, harmless, scientific and demonstrable. Osteopathy is not something less, but something more than medicine."

The American Osteopathic Association has, in co-operation with the Associated Colleges of Osteopathy, as I have pointed out, endeavoured to standardize the colleges and the courses of study to be pursued. But their standard as shown in the appeal for an endowment fund for the Still Research Institute falls short of the requirements of New York State, both in regard to staff and length of course, while its monetary strength is in "resources" of \$50,000 instead of, as in New York, "apparatus, equipment and resources of \$50,000." They omit altogether any provision for six full-time salaried instructors; provide a three years' medical course each of thirty-six weeks, instead of a four years' course of seven months each, and do not require for admission the usual four years of academic or high school preparation.

It must be obvious that osteopathy has, in theory and intention at least, gone a long way in the direction of higher and more scientific medical education.



Whether it has done it in truth depends, of course, on how its curriculum is carried out and what standard is in fact set by students and teachers. This I cannot pronounce upon, but there can be no doubt that if osteopathy is to be dealt with at all, it must be treated upon the basis that its pretensions are seriously meant and that it is preparing to make use of the modern methods of education, even where they appear to trench upon the formulæ which its originator prescribed.

Among the documents submitted with this Report will be found an address by Mr. Abraham Flexner before the Governor of the State of New York in 1914, in which he pointed out the objections which the General Education Board of that State had to the proposed Bill then before the Governor for signature, giving osteopaths the rights of regularly qualified physicians. It is full and comprehensive on the subject.

I may add that I gave those representing the osteopaths in Ontario an opportunity of dealing with the statements made by Mr. Flexner in his general report in 1910, which he repeats in this address. Advantage was taken of this opportunity, and the result will be found in sworn statements before me as Commissioner, included in the proceedings before the Commission, and in certain affidavits then produced, which are submitted with this Report.

I do not think that I am bound to adopt every line or letter in Mr. Flexner's Report, but it must not be forgotten that his statements are, as given in the introduction to the Report, verified by the data in possession of the American Medical Association, likewise obtained by personal inspection, and go forth with the sanction of at least two, and frequently more, independent observers. But, after all, if the Report has any value at all, it must be found in the reasoning upon which its conclusions are based—in other words, its intrinsic reasonableness.

I have given the fullest weight to these affidavits, which in some respects establish the particular point at issue. But I do not see that even the improvement in specific equipment mentioned in those statements and affidavits entirely answers the indictment made against these colleges as to their efficiency in 1910.

On the clinical side they, or the statements made by the deponents, reveal a situation which, if variety of experience and numbers of patients available for instruction is considered, is clearly entirely inadequate. As, for example, at the Los Angeles College the hospital had 15 beds (p. 1156), and in Boston 10 to 15 beds (p. 1160) and in a new building 20 beds. No hospital facilities existed at the Still College, Des Moines, in 1909 (p. 1178); the Littlejohn Hospital has 16 beds (p. 1644).

It should, of course, be added that osteopaths hold what may be described as out-patient clinics; that is, on those who come for treatment. In addition to Littlejohn Hospital, the students of the Chicago College of Osteopathy have access to Cook County Hospital.

The strongest fact is the statement made by the American Osteopathic Association in its appeal for an endowment fund, the admission by the Philadelphia College quoted from its year-book, and the application for and reception of registration by the progressive college in Chicago, as well as the total and absolute failure of osteopathy to make the smallest attempt in Ontario to develop and teach its theories.

Dr. Barklie, representing the Drugless Physicians, in his address before me said that during the last two or three years medicine was creeping into the osteopathic colleges, and added, "We do not wish this in Ontario."

At present, the United States Osteopathic Colleges, save one, or possibly two,



are unable to fill the requirements of the State of New York. It is a serious thing to propose the admission to practice of osteopaths who have graduated from colleges admittedly below that standard, when the best osteopathic institutions are voluntarily striving to attain a position enabling them to obtain what is practically equality with the best medical colleges. This is particularly important when those now seeking admission were educated while there was in many ways direct opposition to the most cherished and successful theories and practice of modern medical science.

In addition to the light thrown on this question by the curriculum of the different colleges, one of the principal colleges, i.e., the Chicago College of Osteopathy, has applied for and been granted recognition by the State Medical Board of New York. This in itself is an admission that osteopathy does not desire to be treated as a separate sect, but is anxious to be accredited as a fully-equipped medical school. And it could not secure this standing unless it fully conformed both in equipment and curriculum to similar medical colleges which have been accepted as first-class by that exacting and able State Board.

Dr. Downing, the Assistant Commissioner for Higher Education in New York State, said in his statement before me: "Candidates for a license to practice osteopathy must pass identically the same examination as that required of men who are seeking a medical license and who possess the degree of M.D."

In New York State and in Pennsylvania the examinations are not clinical examinations, and do not include therapeutics.

Dr. Chiles, Secretary of the American Osteopathic Association, said before me that the standard which has been achieved by osteopathic schools is equal to that demanded by the American Medical Association, and that a larger percentage of their graduates get through the California and New York State examinations than those from medical institutions.

Dr. Snyder, President of the Board of Osteopathic Examiners for the State of Pennsylvania, says that the course of study in the Philadelphia College of Osteopathy comprises practically all the subjects of a regular medical course and standard text-books such as are used by medical students, and that in anatomy, as prescribed in New York State, the students are taught in such a way that they will be able to pass that examination, the questions of which are not based in any way upon the osteopathic view. This is in general terms concurred in by Dr. R. B. Henderson, President of the Toronto Osteopathic Association (p. 329).

A very serious factor in the situation here is the circumstance that in the United States, until recently, there was no standard of preliminary education required before a pupil was admitted to an osteopathic college. Lately, this has been to a certain extent remedied, because many States will not examine students who have not the preliminary educational qualification.

But that does not meet the fact that those who have come here to practise did not need to show the possession of such a preliminary educational qualification before they graduated from the colleges in the United States.

The comment of Dr. Matson, Secretary of the Ohio State Medical Board, on this subject follows:

"Even to-day in the last announcement of the largest osteopathic school in this country, viz.: the American School of Osteopathy, Kirksville, Mo., there appears a statement in substance as follows: 'to be admitted to the freshman class applicants must produce evidence of an education equivalent to graduation from a recognized high school.' Immediately following this statement, in parenthesis, it is announced that, 'a student may be admitted conditionally on one

year's high school work, provided the condition is removed before entering upon the second year'—that is to say, a student may take one year of osteopathic work and three years of high school work in twelve months. Even following this statement the catalogue announces that a student lacking evidence of both may be admitted on examination. It is not stated by whom the examination is given, but it may be presumed that the officers of the school set the examination. Still following this statement is the announcement that the Trustees reserve the right to admit mature and well qualified students though they are unable to furnish the exact requirements specified."

An example of the difficulties now confronting osteopaths may be found in the fact that when the Philadelphia College of Osteopathy raised its requirements the immediate result was that the student body was reduced a great deal in numbers, and its income was thereby curtailed, so that in July, 1915, its registration by the New York State Board was cancelled.

The Still Research Fund is still on paper, although the effort to secure an annual contribution seems to have been successful (p. 1871).

I may add that those administering the law in the two States which divide up the different schools of medical thought, classify them and issue limited certificates, are not satisfied with it.

Dr. Matson, Secretary of the Ohio State Medical Board, thus gave his experience:

"The law has now been in effect nearly two years, but regardless of the fact that an agreement was reached with reference to the provisions concerning the practice, the chiropractors are not satisfied, and at the last session of the legislature sought to disconnect themselves from the jurisdiction of the department under which they now operate. We are, therefore, unable to state at this time whether the enactment shall be regarded as proper and in the interests of the sick—in fact, the only excuse we have to offer is, that some regulation is probably better than none, and that a makeshift only has been adopted. This is all probably due to the fact that in the beginning there was lack of one single educational standard for everyone who was to meet and treat the sick.

"Our law was modeled after the one in Pennsylvania, advantage being taken of the troubles arising from the administration of the law in that State. We are advised that provision has been made in the medical schools of Pennsylvania for a course to be given drugless healers in subjects up to and including diagnosis, after which they may present a diploma from a school representing the branch they desire to practice and be examined before the Board of Licensure. We have been officially advised, however, that there are no students attending the course provided."

Dr. Baldy, the President of the Board of Medical Education and Licensure, Philadelphia, says, regarding their system of classification and license, in which the osteopaths are not included, having a separate board, which system provides for no clinical examination:

Q.—Do you regard that as a satisfactory system?

A.—I will tell you how it has worked out. It has been in force for two or three years. Now, as an explanation of what has happened, I want to point out to you this: there is not a chiropractic school—take that as an illustration of drugless therapists—there is not a chiropractic school in the country with more than a one-year course. There has not been a single, solitary man who has taken that course I outlined in Pennsylvania. In other words, they do not want to; they want to practise medicine under cover of something else, and they want to



do that with a three-months or six-months or a one-year course. These people are not sufficiently earnest; they are not sufficiently honest, nor do they want to take a real course and really know something. Osteopathy has a four-year course. There is not an osteopathic school in this country that has a laboratory that is worth calling such. Our school in Philadelphia, I may say, is one of the best; it has a single laboratory in which it teaches merely inorganic chemistry superficially, and they admit that it is really a pretence, that they have to have it in order to get admitted to the State Board Examinations, and that is all they use it for. They have not the money to put in other laboratories."

I may add the opinion of Dr. Snyder, of Philadelphia, President of the Board of Osteopathic Examiners for the State of Pennsylvania—that the limited license is a dangerous procedure, because it will be exceeded, and the extent of the excess cannot be satisfactorily watched.

In conclusion, I view this part of the general subject in this way:

On the one hand, there is a system of medicine known and recognized in Ontario for over half a century. This system has to its credit the discovery of the anti-toxins for diphtheria, smallpox and typhoid fever. It has driven typhoid and tetanus from the fighting forces of the Empire. It has reduced tuberculosis and scarlet fever, and has substantially brought down the death rate among children. Its sanitary and public health laws have prolonged human life. Those who require to practise their own system of medicine without the training and study which those at present registered had to undergo in order to practise that system to which, speaking generally, the whole Anglo-Saxon world is committed, should, I think, be required to shoulder the onus not merely of asserting that certain theories will, if put in force, produce beneficial results, but of showing that refusal to allow them to practise upon their own terms will be a denial of real benefit to suffering humanity.

I think many of the arguments, presented with great ability by members of the medical fraternity, particularly at the sittings held on the 3rd and 5th days of November, 1915, may well be pondered by those who desire to realize the great responsibility of reducing in any way the volume of knowledge absolutely required by a student if he is to become a real factor in saving and preserving human life and health, or of even permitting him to remain ignorant of the extraordinary triumphs over disease achieved through the laboratory and scientific experiment.

This onus to which I have referred has not, I am satisfied, been met, nor has it been demonstrated that the boons offered will be any less real if accompanied by a liberal education in medical science as now practised.

The real issue comes down to this, that the osteopath and the chiropractor desires to put his theories into practice without entering by the same gate that others, also with theories upon the same subject, are compelled to pass.

It seems to me that anyone claiming such a right should be prepared to deal with things as they are, and be ready to suggest how his proposal can be worked into and made part of the present situation, rather than to adopt an irreconcilable attitude. He should also be ready, if need be, to stand by his views to the extent of being prepared to inculcate them into others, and not to require a change to be made based upon a system in which instruction is given and received in a foreign country.

Any change is bound to be far-reaching. The registered physician has benefited by the progress of medical science, and has inherited all that has been added in a medical way to our institutions.

In an action for damages the registered physician examines; under the Work-



men's Compensation Act he alone can examine the workman or act as medical referee. In all the legislation regarding the custody of the afflicted, etc., he is the only one mentioned, and he only can sign death certificates.

While the health of the individual is of extreme importance, the public health is equally to be safeguarded.

The Chief Officer of the Ontario Board of Health, Dr. J. W. S. McCullough, in his address before the Commission, after a reference to Osteopathy in its younger days, said: "The most important phase of medicine to-day is the prevention of disease. Prevention of disease is absolutely dependent upon a correct knowledge of the fundamental medical sciences. Unless one can correctly diagnose disease, constant mistakes will be made. Nowhere is this more true or more unfortunate than in connection with communicable diseases. Trained medical men sometimes make mistakes—how much more likely is this to happen to the untrained man? Closely related to diagnosis is clinical experience, only to be secured by the actual observation and handling of cases seen in general and isolation hospitals. How disastrous it is to fail to make an early diagnosis in the case of diphtheria, or, the diagnosis made, to neglect the use of diphtheria anti-toxin. Yet the medical sectarian and the drugless physician have not the education and training to make the diagnosis, and, since they deny the value of anti-toxin, which has reduced the death rate from this disease nearly fifty per cent., they allow the young patient to die. Many examples of this have been seen in this city in recent years.

"Who but well-trained physicians have discovered and given to the world the causes of tuberculosis, of malaria, of yellow fever, of typhoid fever, of cholera, of the plague, of typhus fever, of Malta fever, as well as of many others. The attempt at construction of the Panama Canal by the French was a failure because they could not overcome the ravages of malaria and yellow fever. This great work was successfully carried out after the cause of these diseases had been discovered. In possession of this knowledge, Colonel Gorgas made the Panama Zone as safe to live in as the City of Toronto, the healthiest city in the world. Who but a physician gave to the world a preventive against smallpox, so that this disease, which in confluent form is ravaging at the present time the islands of the Eastern Archipelago, is unknown in the Philippines, which were thoroughly vaccinated under the military rule of the United States. The Provincial Board of Health, by providing free preventive treatment of children and other persons bitten by rabid dogs, has been able to prevent the death from hydrophobia of some four hundred citizens of the province in the last five years.

"In the Boer War of fifteen years ago, in an army of 328,241, 14,626 were inoculated against typhoid fever. Although the preventive treatment of this disease was then in its infancy, there were but 163 deaths among the inoculated men, while in those not inoculated there were 48,754 cases of typhoid, with 6,991 deaths. Contrast this with our experience in the present war. Up to May last in the British Expeditionary Force in France, of about 750,000 men, 90 per cent. of whom were inoculated, there were only 807 cases, with 128 deaths, and of these but 22 in men inoculated against typhoid.

"The water at the Niagara Camp, where the troops of this division were quartered for the last six months, is perhaps the worst in Canada, carrying as it does the sewage of Buffalo and other towns up the river, where the presence of typhoid is almost constant. Yet in the 20,000 men who passed through the camp in the period mentioned, not a single cause of typhoid was traceable to infection in the camp. This was due not only to the inoculation of the men

against the disease, but also to preventive measures taken to purify the water and by daily and hourly checking of water samples by means of a bacteriological laboratory, by careful sanitary supervision, by the destruction of flies, and by the boiling of the dishes and other common utensils used by the men.

"Preventive medicine has reduced the death rate from tuberculosis in the province from 148 per 100,000 to 85 per 100,000 in the last ten years. It has served within the last three years to reduce the death rate among babies under 1 year from 117 per 1,000 births to 103. It will do more than this if the standard of medical education in the province is maintained, but if, on the other hand, unqualified charlatans, who treat every disease by massage or by re-adjustment of the spinal vertebra or by mechanical exercise or by prayer, present or absent, without the aid which God has given to mankind, are allowed to legally carry on their propaganda, I look forward to a serious setback to the prevention of disease among our people.

"Every single effort made in the prevention of disease among mankind and animals, every discovery which has aided in the length and comfort of men's lives, the triumphs of present-day surgery, the conserving of our armies from disease, the rescue of wounded soldiers from the inevitable death of their comrades of forty or fifty years ago, have been due to a sound knowledge of the principles of medical science. The well-trained physician despises nothing which may save his patient from disease and its consequences, he proves all things, holding fast to that which is good. Is there any reason, then, why we should do anything which will expose the public to the practice of unqualified men?"

It is, however, fair to remark, in connection with the above, that an examination of the schedule, already quoted, showing the hours devoted to different subjects by the Chicago College of Osteopathy as contrasted with those of the four medical colleges in Chicago, and of the appeal issued by the American Osteopathic Association, will disclose the fact that bacteriology and separate hospitals for infectious diseases are now treated as matters quite within the scope of the osteopathic idea.

An illustration of the advance in ideas of osteopaths is furnished by Dr. Hulett, a member of the Osteopathic Board of Examiners appointed by the State Medical Board of Ohio. It appears that osteopaths were examined by the State authorities in obstetrics, which they considered gave them the right to practise that branch and therefore to use antiseptics and anæsthetics. This is, of course, administering drugs, and the osteopaths applied to the Legislature in 1916 and obtained the right so to do, notwithstanding the fact that originally osteopathy repudiated drugs altogether.

To this may be added the comment made in the N. O. Medical and Surgical Journal that osteopaths have applied and in many cases succeeded in being registered under the Harrison Narcotic Law in order to be permitted to administer legally opium and other narcotics, the use of which it is the intent of the United States to restrict to the most legitimate channels.

The suggestion that osteopaths should be licensed as such, and their practice restricted, is not one that commends itself to me. In addition to the fact that they are approximating to the regular schools, and that it would be unfortunate if Ontario were to be the dumping ground for all those graduating from unregistered colleges, there is the practical difficulty of enforcing any such restriction. Its difficulties from professional, political and practical standpoints are well set out in the Bulletin, Vol. I, No. 6, of the State Medical Boards of the United States, and in it I entirely concur:



“Under the pretext that they were ‘not practising medicine’ so-called drugless practitioners have prevailed on the legislatures of several states to grant them the privilege of obtaining licenses under lower educational standards than are required of physicians. In the majority of these states such practitioners are not permitted legally to practise surgery or to prescribe the use of drugs. In other words, they are supposed to limit their practice to the use of the method or system of treatment advocated by the particular cult to which they belong. This arrangement, in which the public interests were forgotten, if not deliberately set aside, is unsatisfactory and indefensible from every point of view. It is class legislation, since it provides unequal educational standards for different groups of practitioners of the healing art. The limitation of practice is dangerous, since every practitioner of the healing art should be acquainted with all methods of treatment and be free to use the one which meets the immediate needs of the patient—to save his life, if it is an emergency case, the prompt administration of a drug may be essential. The arrangement is a serious handicap to those drugless practitioners who honestly comply with its provisions, and places a premium on law-breaking, deceit and pretence for those who disregard the restrictions. In short, this scheme of restricted practice provides a limitation which does not limit; it adds to the confusion already existing in the licensing of physicians; it defeats the purpose of the Medical Practice Act, and betrays the public to the hordes of those who are not qualified by training to know whether a patient is sick or well, to differentiate between diseases, to select and apply the treatment most apt to result in a cure, or to take such measures as will prevent the spread of a contagious disease to others. The only way to correct the evils of this bad arrangement, and at the same time safeguard the public welfare, is to require every practitioner of the healing art to meet certain minimum educational qualifications by which it can be known that he has obtained a satisfactory training in the fundamental medical sciences. The interests of the public should not be pushed aside in order to favour one clique of practitioners, by whatever name they may be called. The first essential of the practice of the healing art is the educational qualification.”

I may add here a discussion of this subject from the Flexner report, the essence of which is the undoubted fact that the differences between the scientific medical school and that of osteopathy concerns therapeutics only, and that on all other subjects there is complete agreement.

The extract follows:

“A model State Board law must therefore guard the following points: the membership of the board must be drawn from the best elements of the profession, including—not, as now, prohibiting—those engaged in teaching; the board must be armed with the authority and machinery to institute practical examinations, to refuse recognition to unfit schools, and to insist upon such preliminary educational standards as the state’s own educational system warrants; finally, it must be provided either by appropriation or by greatly increased fees with funds adequate to perform efficiently the functions for which it was created. The additional powers needed, in order to deal as efficiently with the practice of medicine, lie outside the present discussion.

“Far-reaching legislative changes would be required in most states before the State Boards could play the part here assigned to them. Yet for it they are clearly destined. As a matter of fact, recent legislation has been self-contradictory. The Boards have been strengthened, their powers more satisfactorily defined; and thereupon the end thus sought has been partially defeated by the creation of sectarian boards with lower standards and looser ideas. Minnesota, for example, obtained an



excellent law, consolidated the medical schools of the State, established a high standard, and quarantined against invasion by a low-grade product from without; and then, having fairly secured for the people of the State the best attainable conditions in the matter of protecting the public health, it proceeded partly to undo the good work by establishing a separate Osteopathic Board with power to license osteopaths—who will treat all diseases, and quite possibly in all sorts of ways—according to standards and methods fundamentally at variance with the main statute already outlined. The creation of separate boards is thus a roundabout method of recommitting the errors that the main currents of scientific thinking and effort are endeavouring to remedy. Our forty-nine states and territories have now eighty-two different boards of medical examiners. The province of the state in this matter is plain. It cannot allow one set of practitioners to exist on easier and lower terms than another. It cannot indeed be a party to scientific or sectarian controversy. But it can and must safeguard the conditions upon which such controversy may be fought to its finish. The mooted points concern only therapeutics; in respect to all else there is complete agreement. If matters in dispute are omitted from the examination, enough is left for all essential purposes. A single board should subject all candidates, of whatever school, to the same tests at every point. The license of the state is a guarantee of knowledge, education and skill. The layman is in no position to make allowances. The state's M.D. and the state's D.O. offer themselves for essentially the same purposes. The state stands equally as guarantor of both. No citizen can indeed be wholly protected by the state against his own ignorance, fanaticism, or folly. A man who does not 'believe' in doctors cannot be forced to call them in or to heed them, any more than a man who does not 'believe' in wearing rubbers can be compelled to don them in slushy weather. The state is powerless there. But having undertaken to visé practising physicians for the protection of those who summon them, it must see to it that the licenses to which it gives currency bear a fairly uniform value. Between the graduate of Harvard and the graduate of the Boston College of Physicians and Surgeons, the layman could not judge even if he knew the origin of each. As a matter of fact, he hardly knows so much. But in the act of licensing both for one purpose, the state assures its citizens of their substantial equality. It is shocking to reflect that, what with written examinations and separate boards, the divergencies run all the way from a high degree of competency to utter ignorance and unfitness."

I have, in discussing this matter, made the assumption that the osteopathic colleges and the profession itself are making a serious effort at improvement. If this is wrong there is only left the alternative asserted by Dr. Baldy and Dr. Pritchett, that it is a paper progress. If so, then the conclusion I have come to becomes inevitable.

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SUPPORTING STATEMENT "C."

CHIROPRACTIC AND MANOTHERAPY.

Much that has been said as applicable to the subject of osteopathy might be repeated as to Chiropractic, notwithstanding its violent dislike to be classed with the former.

There is one school of chiropractic in Ontario, situated in Hamilton. Its equipment is given as of the value of \$1,200 all chattel property, office furniture, etc. Its receipts from January, 1914, to December, 1915, have been as follows:

Cash tuitions .....	\$6,595 00	
Clinic revenue .....	378 00	
Bills receivable .....	1,080 00	
		<u>\$8,053 00</u>

Its expenditures have been:

Office expenses, etc. ....	\$629 71	
Sundries . . . . .	165 87	
Moving, lumber and work .....	365 16	
Printing and advertising .....	560 20	
Travelling expenses .....	148 00	
Books and supplies .....	548 60	
Rent. . . . .	520 00	
Commissions . . . . .	70 00	
Fixtures and furniture .....	418 20	
Legal services .....	19 00	
Coal . . . . .	45 00	
		<u>\$3,489 74</u>
Salaries . . . . .	3,251 62	
		<u>\$6,740 36</u>

Balance represented by notes and cash ..... \$1,312 64

The institution is carried on in rented quarters, being half the ground floor at the old public library building in Hamilton, the rental being \$450 per annum, and the insurance \$1,000. It has treated 250 patients, or an average of 12 patients a month, has 25 graduates, and had 14 students in attendance when inspected in December, 1915. Students pay \$250 for the course. Application for incorporation was made in April, 1914, but refused by the Provincial Secretary. The course is twelve months, either continuously or two years of six months each, with no entrance examination or standard. Anatomy is treated as a literary course, and is chiefly devoted to the bony portion of man which comes into direct relation with the passage of important nerves. The staff consists of Ernst DuVal, his wife and son, and Dr. Patterson, a practising chiropractor, is an honorary member. Three and a half hours in the morning are devoted to lectures, recitations and quiz work, and one and a half hours to clinical instruction on patients who pay \$1 per month.

One of the difficulties in dealing with chiropractic is its exclusive and unusual quality. In the address made before me by Dr. E. DuVal, who conducts the Canadian Chiropractic College in Hamilton, he says:

"Chiropractic is a unique science. It has nothing in common with any other method, class, school or cult, neither in its science, philosophy, art, doctrine or principle upon which it is based.

"It is essentially natural and self-sufficient in its own sphere.

"Chiropractic does not claim to treat, cure or heal anything or anybody of ailments or diseases.



"The chiropractor does not concern himself with . . . the consideration of effects: the all-important thing for him is to locate and remove the cause, regardless of the effect."

His definition of chiropractic is in effect that physical interference with the carrying capacity of the nerves is the predisposing cause of disease, and, when the interference is sufficiently severe, the disease itself: that these interferences most often take place in the spinal column; that the locating and removal of these pressures is the removal of the cause of disease, the essential work of the chiropractor: that his highly cultivated sense of touch enables him to appreciate the interferences by palpation, i.e.: the act of feeling with the fingers the relations of the vertabræ with each other: that he readjusts the bones and relieves the pressure, restoring the harmony between the brain and the tissues and organs of the body.

Dr. DuVal adds:

"Fake chiropractors have been produced in large numbers by bogus schools, which for a mere song and in a few weeks' time, even by correspondence, succeed in exploiting the public at the expense and to the detriment of the noblest science ever presented to the world. And owing to this, and in self-defence, genuine schools have been compelled to maintain a minimum course at a minimum cost to sustain themselves in the field of action and to protect the science.

"Moreover, we place some of the blame on the authorities of both the United States and Canada, who, through the instigations of the older professions, which hold a monopoly of administering to the sick, did not investigate the science of chiropractic sooner and afford it the proper protection to keep it pure and unadulterated, and defend it at least against its intrinsic enemies, the grafters."

"As to the curriculum of this college, Dr. DuVal says:

"The curriculum of the Canadian Chiropractic College consists of a reliable course in anatomy, sufficiently extensive to enable its graduates to compare favourably with the practitioners of other professions, except those engaged in the actual teaching of this science; a substantial knowledge of practical and established physiology, refraining from entering into the unknown and speculative, which forms the greatest portion of the books; a practical knowledge of symptomatology and diagnosis; rudiments of obstetrics; elementary embryology; the science of chiropractic; the philosophy of chiropractic; the art of chiropractic, which consists of analysis, palpation, adjusting and nerve-tracing, studies that are characteristic of chiropractic, differing from all else of the name; a course of two daily lectures and other incidental lectures on chiropractic philosophy and kindred subjects, philosophy being interpreted in both its literal and modern acceptation; the first being the 'love of truth and wisdom,' and the second 'a course of reasoning and argumentation' based upon facts relating to the science of chiropractic and natural law."

As to diagnosis, the following explanation is given:

"Chiropractors have no earthly use for diagnosis, as such, for the practice of chiropractic is unlike the majority of the other healing professions, to whom diagnosis is a necessity, because of their having to administer the right medicine for the right disease, and therefore it becomes imperative to have a correct diagnosis of the conditions on account of the danger involved in administering the wrong medicine, which might prove disastrous. But it is not so with the chiropractor, whose system involves only the removal of the cause of the disease, and that being always the same and requiring no dangerous drugs, diagnosis, therefore, becomes useless, except that he, as well as others, must know sufficient of symptoms and diagnosis for the purpose of differentiating between contagious and non-contagious



diseases, not to assist or guide him in his work, but to conform to the laws of the several Boards of Health, who require that contagious cases be reported, more fully investigated, and, if necessary, isolated."

He scouts bacteriology, materia medica and chemistry as follows:

"They would also compel us to study bacteriology. This also is of no value to the chiropractor, who does not consider that it is worth the while to spent time, energy and money to microscopically examine the infinitesimal mites; to group and classify them, count their appendages and try to memorize their names.

"We would also be required to learn materia medica.

"What on earth could we do with that ponderous knowledge, we who abhor the very name of drugs and repudiate their use? I admit that they consider this study of great value to them, as they have been searching a long time for an elixir of life and that they still expect to find one.

"There is also chemistry, which is a valuable science, but it has nothing in common with chiropractic, and cannot be made an adjunct to it."

As to education, preliminary to admission to his college, Dr. DuVal says:

"One important feature of the question of education for chiropractors is that of preparatory qualifications; in other words: what are the 'requirements of entrance' necessary to learn chiropractic at the Canadian Chiropractic College? To be truthful, we candidly say that we are not over exigent on 'requirements of entrance' but we are most particular in exacting requirements of graduation; we think that of far greater importance."

In his answers to me in Hamilton, Dr. DuVal said that chiropractors do not care whether an organ is diseased or not, they do not examine or treat it, but merely adjust the spinal column and that they act, in any case, upon their cardinal principle without examination.

Dr. Palmer, who conducts the principal school of chiropractic, in Davenport, Iowa, was present at one of the sessions of the Commission, and in the course of his address said that he did not teach pathology, except to enable a chiropractor to detect infection and refuse the case. As to bacteriology, he said the chiropractor did not believe in bacteria, and that bacteriology was the greatest of all gigantic farces ever invented for ignorance and incompetency, and as to analysis of blood and urine, he considered it of no value.

An interesting cross-examination of Dr. Palmer, in 1910, in the case of the State v. Jansheski is among the exhibits handed in with my report, and in it will be found many definite statements of the same character. One of these is, that chiropraxy is different from any other theory of disease that he knows of; and another that the effect, i.e., what is called disease "cuts no ice with the chiropractor"; and a third, that germs cause no disease.

Dr. Walton, M.D., Harvard, also D.C., in a pamphlet dated July 1st, 1914, says (p. 11):

"The assertion that the real and only physical cause of disease is a mechanical interference with the flow of energy from the brain to the suffering part or organ, and that this interference, in by far the majority of cases, is due to a vertebral subluxation, is so different from all theories of causation heretofore advanced that at first it may seem flagrantly erroneous and wholly untenable, but the truth of this view is readily proven."

This is quoted, almost textually, with approval in the *Progressive Chiropractor*, published in Toronto in August, 1914, by the Ontario Chiropractors' Association, at page 5.

The same idea is expressed in a communication from Leo W. Edwards, M.D., D.C., dated June, 1917, in which the following passage occurs:

"The basic chiropractic idea is that the human body is a machine run by a force called mental impulses, generated by the brain as electricity is generated by a dynamo. From the brain these mental impulses are transmitted through the spinal cord, over the nerves to the tissue cells located in every organ and part of the material body where this energy is expressed as the function for which the particular organ is intended. The flow of mental impulses from brain to tissue cell is continual; and there is also a return circulation from tissue cell to brain, completing the cycle, whereby pain, heat and other sensations are recorded in the brain. Even the medical man realizes that each organ of the body must be properly 'innervated,' but he does not recognize this circulation of mental impulses which can be proven by a study of its physiological and pathological action, because, like electricity, mental impulses are an invisible force whose exact nature is not understood. The chiropractor claims that as long as the circulation of mental impulses to every part of the body is normal in quantity and rate, health will be the result, but if the supply of mental impulses is cut off or hindered, function will be stopped or hindered in like degree. That is, each organ of the body can only function according to the amount of power it receives, and hence a man is in a state of health or disease according to whether the nerves are transmitting mental impulses or not."

This is probably taken from a booklet called "Chiropractic," by Dr. Robbins, Sault Ste. Marie, Mich., in which, on page 3, is the following:

"Every individual has an innate (born with) and an educated intelligence. The innate intelligence is that inherent force or energy which controls and cares for the body from birth till death, and is usually called nature, instinct, etc. It is this energy which controls every action and function, including the circulation, respiration, secretory, excretory, and assimilation." . . .

I have extracted these statements in order to indicate how impossible it would be to endeavour to assimilate chiropractic with our present system of medical education or practice.

A very clear illustration of the sort of instruction which may be picked up at a so-called chiropractic college is found in the evidence of one Pickles, taken at an inquest in St. Thomas, Ontario, in April, 1917, extracts from which are transmitted with this report. He was a farm hand, and took a correspondence course extending over three months, in which he wrote about twelve or thirteen letters, and received about the same number. He then went to the college in Sault Ste. Marie, carried on, in three rooms, under Dr. Robbins (from whom I have quoted above), and spent two months there—heard lectures on anatomy, physiology and dietetics, and attended clinics, that is, saw treatment of patients, saw charts showing nerves, but did no dissection. This was his whole medical education, and on its conclusion, in 1912, he got a diploma as "Doctor," put out his sign, advertised and began practising.

Dr. Palmer, in a pamphlet issued since he was heard before the Commission, says that the medical and the chiropractic courses are "as opposite as the poles."

An important statement was made by Dr. DuVal, that fake chiropractors have been produced in large numbers by bogus schools, of which I have cited an instance, and Mr. Backus, who appeared as counsel for the chiropractors, re-echoed this. If this be so, I am unable to reconcile it with the statement made to me by Dr. Palmer, that "there are about 165 chiropractors in Ontario, to the best of my knowledge. Of these 165 there is not, to the best of my knowledge, more than 15 that I would not recommend as being competent chiropractors, and I know them all personally."



To test the basis of this commendation, it is desirable to consider the courses in Dr. Palmer's school of chiropractic, which are, according to the Tenth Annual Announcement, 1916-1917, as follows:

“COURSES OF INSTRUCTION.”

“The Palmer School conducts the courses described in this section, viz.: laymen, scientific, professional, post-graduate and spinographic. All studies in any course are consecutively arranged, there being no break in time for purpose of vacation, etc. The school is open for class work the year round.

“THE LAYMEN COURSE.”

“Consists of twelve full calendar months, or two collegiate years, of six full calendar months each. There is a total of 1,389½ class hours in this course. These are taken consecutively, six days in every succeeding week without a break, until the full twelve calendar months are completed.”

“SYNOPSIS OF LAYMEN COURSE.”

“Price of tuition for one person, payable on matriculation, \$250.00; for man and wife, \$255.00.

“One may matriculate for the Laymen course on any day in any week.

“Educational requirements, common school.

“Degree conferred on graduation, D.C. (Doctor of Chiropractic).”

“SCIENTIFIC COURSE.”

“Eighteen consecutive calendar months, comprising three years of six months each, or a total of 2,084 class hours. Tuition price for one person, payable in cash or its equivalent at time of matriculation, \$300.00; for man and wife, \$305.00. This course is arranged for and recommended to students desiring the most complete education, one that will all the better prepare them for State Board examinations when the point of location for future practice is in some section of the country where the law requires such examination. Nine states now have such requirement, and others will be added from time to time until the whole United States shall be included. Among subjects taught in the course not included in the Laymen course are elementary chemistry, bacteriology, minor surgery, obstetrics, microscopy, and a more extended study of spinography, X-ray work.”

It will be noted that in this scientific course bacteriology is said to be included. The statement as to the qualifications of chiropractors in Ontario must be considered in the light of this latest announcement and the dates of their graduation, if from the Palmer School of Chiropractic. The details as to those represented before me are stated in my report.

Taking the present organizations of chiropractors in Ontario, I find that there are three. The Canadian Chiropractors' Association has twenty-four members, with an income for 1916 of \$316.57, which includes cash in hand, \$254.12 on December 1st, 1915, and an expenditure of \$155.56. One hundred and ninety-three dollars represents the amount paid in 1915 for members' fees, none appearing on the 1916 statement. One hundred and one dollars was paid in 1916 for advertisement in telephone book.

The Dominion Chiropractic Association, founded July 2nd, 1915, has eighteen members, and an annual income of \$201.00, of which \$110.00 was expended in



paying Dr. Palmer's expenses in appearing before the Commission, as well as the stenographer's fees.

The Ontario Chiropractors' Association has twenty-five members, and an income for the year 1915-16 of \$202.97.

Judged by numbers and financial resources, it is difficult to understand where the money to build and equip a college is to come from. But the condition at present is that \$1,000 would represent the entire income of the organized chiropractors in this Province. As the membership of these three associations is only sixty, I doubt if what is called "recognition" would lead to an establishment in Ontario of any size, with adequate resources. Apparently the situation, as it appealed to Dr. Palmer, is that legislation here would affect his school. He says that he has fifty or seventy-five enrolments from Canada alone, and that legislation here would cut off that enrolment, because those students would want to come back here to practise, and if that were impossible they would not even come there to enquire.

It is to be noted that the State of Iowa, where there are three chiropractic colleges, does not admit them to practice, and there are only five states that do so admit.

How is it possible to recognize the science of chiropractic in this Province, which would then be flooded by these "fake chiropractors," unless one is determined to adhere to the solitary school now operating within this Province, or to prevent all who do not come from the two schools in Iowa and one in Oklahoma, U.S.A., which Dr. DuVal recommends.

The attraction offered by these schools was, and perhaps still is, largely commercial. In the Palmer School of Chiropractic Announcement for 1912 the student is advised to take a twelve or eighteen months' course in these words:

"Graduates of this course are able to hold the best positions with the greatest financial returns and in the best cities."

And again: "Chiropractic will fill your pockets if you will learn this profession right, give people health and the—well, you know what you would do if you had the cash. Think it over, and act."

This sort of appeal is absent from Dr. Palmer's latest announcement, 1916-17.

Dr. DuVal presented his case ably and well, and the chiropractic literature submitted or collected by me bears out his utterances. But unless I am absolutely to ignore the value of scientific investigation as the handmaid of modern medicine, I cannot reconcile it with the theory upon which chiropractic depends, which resolutely rejects its aid.

It is to be noted, too, that the teaching and equipment of the chiropractic schools in Iowa necessarily correspond to their rejection of scientific laboratory investigation.

I append a tabulation of the reports on them made by the Inspector of the Pennsylvania Bureau of Medical Education and Licensure, published in December, 1915, by the *Journal of the American Medical Association* in Chicago:

"Regarding the individual colleges, the inspector made the following statements:

"Davenport College of Chiropractic.—Their alleged 'chemical laboratory' consisted of a table about eighteen inches square, on which were six dusty bottles and three dirty test tubes. There were no records of work done by the students or of attendance at lectures or clinics.

"Universal Chiropractic College.—They are not in any way equipped to give the character of instruction that would make their graduates safe advisers to the sick.

“Palmer School of Chiropractic.—They pretend to give a course in obstetrics with no practical experience. A person who assumed to practise on information gained from this course alone would be dangerously incompetent.

“Some of their professors are exceedingly ignorant. The ‘professor’ of chemistry alleged he taught the ‘Widal test’ chemically, but chemicals for even ordinary tests were not in evidence; those in evidence showed no marks of use, most of the bottles being still sealed.

“The institution is not physically equipped to turn out safe graduates.

“A letter from Dr. J. M. Baldy, President of the Pennsylvania Bureau of Medical Education and Licensure, to whom the manuscript of this article was submitted, states as follows:

“The data quoted from our inspection is correct. I have gone over it myself and have submitted it to the Inspector.”

“CHIROPRACTIC COLLEGES OF IOWA.”

A tabulation from reports of the Inspector of the Pennsylvania Bureau of Medical Education and Licensure:

	Davenport College.	Universal College.	Palmer School.
Buildings .....	One, an old church.	One, fair size .....	Four (crowded),
Access to hospitals ...	None.....	None .....	None.
Dispensary facilities .	Saw no evidence of.	*Ample .....	
Admission requirements	None.....	Common school ....	Common school.
Anatomy, dissecting ..	Not taught.....	Dissect a few dogs..	Only dogs dissected.
Histology .....	No equipment.....	Didactic only .....	Very incomplete.
Embryology .....	Not taught.....	Not taught .....	Not taught.
Surgical Anatomy ....	Not taught.....	Not taught .....	Not taught.
Physiology .....	Didactic only.....	Lectures only .....	Lectures only.
Physiologic Chemistry.	Not taught.....	Lectures only .....	No equipment.
Chemistry, inorganic and organic.	Not taught.....	No practical work done by student~	No equipment for teaching.
Pathology .....	* .....	* .....	*
Bacteriology .....	Not taught.....	Not taught.....	No equipment.
Pharmacology .....	Not taught.....	Not taught.....	Not taught.
Microscopic diagnosis..	Not taught.....	Not taught.....	Not taught.
Medicine .....	Not taught.....	Not taught.....	Not taught.
Pediatrics .....	Not taught.....	* .....	*
Nervous and Mental Diseases.	* .....	* .....	*
Surgery .....	Not taught.....	Not taught .....	Not taught.
Anæsthesia .....	Not taught.....	Not taught .....	Not taught.
Gynæcology .....	Not taught.....	Not taught .....	*
Eye, Ear, Nose and Throat Diseases.....	Not taught.....	* .....	*
Class Rooms .....	One.....	Two .....	Four.
Clinical Amphitheatre.	One large room....	.....	Two.
Medical Library .....	None.....	Small .....	None.
Microscopes .....	None.....	Two .....	Twelve.
Having Oil Immersion.	.....	One .....	One.
Reflectoscopes .....	None.....	Yes .....	Yes.
Stereopticons .....	None.....	Yes .....	Yes.
Obstetric Manikin ....	Part of one.....	Yes .....	Yes.
Maternity Work .....	Not taught.....	Not taught .....	Lectures only.
Charts .....	A few.....	Large supply .....	Large supply.
Models .....	None seen.....	Yes .....	Yes.

\*This subject is taught only from the chiropractic standpoint, as it is related to certain spinal “lesions.”



What is asked by chiropractors is that they should visit patients in hospitals and sanatoria, examine for insurance and issue death certificates.

This seems to me to be open to all the objections and difficulties I have stated as to osteopaths, and to others even more formidable having regard to the exceedingly narrow theory upon which chiropractic is based. The plea that the want of "recognition" has hitherto prevented the expenditure of money in the establishment and equipment of a college or colleges does not seem to be in accord with facts as they are found in the United States.

Iowa, which does not recognize this cult, has three chiropractic schools. There are over 100 chiropractic colleges, according to Dr. Barklie, in the United States, and yet only five states have allowed the chiropractor to practise without penalty. The same difficulty appears here as in the case of the osteopaths. Education can be got in the United States without any expenditure of money other than what it costs a student. This will continue just as long as there are no requirements necessitating a proper standard of local college equipment, and no legalizing of mere practice will result in establishing here any halls of learning adequate to the science as it is viewed by its adherents, as long as those facilities exist next door on a lower plane.

The amount of real equipment possessed by Dr. DuVal is insignificant, if the items are examined, and his staff is his family circle and yet he is without a competitor in Ontario.

Dr. Palmer, in the pamphlet to which I have alluded, makes a far-reaching remark. He says (p. 53):

"Dr. Edwards told you that the secret of their legislative success lay in their publicity campaign; they educated the public mind to the acceptance of the chiropractic idea. The rest of us who are in contact with the situation realize that chiropractic education must come before chiropractic legislation."

He is definitely opposed to the Ohio legislation for recognizing and classifying the various cults which had the assent of the Ohio Chiropractic Association, and strongly supports the right of the chiropractors to practise provided they are "reputable," i.e., of a proper standard. And this fact, he says, must be determined in case of a prosecution by a jury upon the testimony of other chiropractors.

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### MANOTHERAPY.

There is one so-called college of Manotherapy in Ontario, situated in Hamilton. It was incorporated on 3rd January, 1914, and professes to teach osteopathy, chiropractic, electro-hydropathic treatments and massage. All its staff are graduates of the American College of Mechano-Therapy.

There is to be found among the appendices a pamphlet reproducing an article published by the *Journal of the American Medical Association* of August 28th, 1909, which severely criticizes this last-mentioned institution. It quotes the following description of the therapy:

"His instruments are not knives and saws, but his own deft hands, and the vital processes of the body itself, the circulation, respiration, secretion, etc., which he manipulates as he sees fit and his judgment dictates."

The course may be completed in six months, and may be taken by correspondence.

Fortunately, the Canadian college has granted no diplomas, except five post-



graduate ones for "executive purposes," i.e., to induce students to join this college, such being granted without any course, except possibly three months, and minus any examination.

It is quite evident, from the testimony given before me (see pp. 565 and 825), supplemented by my inspection of the three rooms in a dwelling house in which its operations are conducted, that this institution should never have been incorporated with power to grant diplomas.

There is no proper course of instruction, neither adequate staff nor equipment.

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## SUPPORTING STATEMENT "D."

### GENERAL.

In dealing with the subject of Medical Education in its practical relation to present conditions and to the alterations which it is contended will liberalize them so as to extend to the public greater benefits, I am naturally compelled to seek first for some authoritative statement of the principles underlying the situation as it now exists.

Such an examination leads to the intensely practical question as to whether those principles are to be accepted as vital, and so to control my conclusions, or whether they have resulted in too rigid an exclusion of much that is helpful in the fight against disease, both in its personal and national aspects.

And there is the additional, and scarcely less important, subject—whether it is possible, under the system which has obtained in Ontario, to secure by any means such a modification of our methods as will secure better results.

I make no apology, therefore, for examining the subject in the light thrown upon it by the research, study and industry of those who have, either by actual investigations or by their experience, contributed to the better understanding of medical education and its relation to the many problems which it presents when considered in connection with individual and public health and the effect of both on the well-being of the state.

There are some conditions which must be kept well to the front.

These are:

(1) For over fifty years medical education in this Province has been in the hands of those originally known as Allopaths, and although this term is now obsolete, it may be said that the course of medical education has, in general, followed the gradual expansion of that school into what is now known as that of modern scientific medicine.

(2) That medical education in Ontario, originally carried on by independent medical schools, has been for many years, and now is, firmly established under the jurisdiction of the universities through the medium of medical faculties therein.

(3) That the whole medical legislation has followed and authorized this system.

(4) That the universities in question have all received, and are now receiving, state aid from public moneys, and in one case at least the Province is very largely, if not principally, interested in its welfare and committed to its continuance under its present form, including its method of medical instruction and its medical equipment.

(5) That under the statute law of the Province those who seek legislative recognition for systems not in accordance with established methods have no present

status allowing them to practise, except on the theory that they are not practising medicine. Hence they are not entitled to be viewed as persons having vested rights in considering the regulation of that practice. In this the situation differs radically from that confronting the various states of the American Union, where constitutional provisions prevent state legislation from interfering with those already earning a livelihood by the practice of systems related to medicine which that legislation would otherwise forbid or regulate.

The result of the foregoing is that any radical change in the system of medical education and registration must inevitably modify profoundly the method heretofore deliberately adopted and adhered to for over fifty years in this Province, and must affect very materially the attitude and relations of the Provincial authority to the universities and its investment therein, as well as its annual grant for their support. In other words, to recognize other methods of training and to provide a place for them in the provincial system will form a departure from the traditional policy which, under present conditions, adopts a well-known system of medical training and license in order to protect the public, and will either force the Province to support, in some measure, other and different systems and allow them to grow up in opposition to the schools which depend so largely upon the support of public funds.

These considerations are not in themselves sufficient to outweigh the benefit to the public of the frank and clear recognition of the developments of other systems in the march of medical progress, provided they are in themselves beneficial or helpful in the prevention, alleviation and cure of human ills, but they make it incumbent on anyone recommending any change to be fully persuaded that real and tangible benefits will accrue from the change and that those advocating it are able and willing to demonstrate those benefits and to provide such a system of education as will submit to regulation and supervision in the same way as present methods are compelled to do.

I do not think that the situation can be properly considered unless some definite ideas are entertained as to what is the true function of the state in relation to the practice of medicine, and what medical education is intended to produce.

It ought to be clear that individuals making up the public are not themselves competent to form a proper conception of the value or the reverse of the services of those holding themselves out as physicians. There are few positions in life in which a man is so completely and often so suddenly placed in the hands of someone else as is the sick man in the presence of the physician. He cannot bargain on equal terms, and his family are equally helpless, both because of their ignorance of medical science and because, under usual circumstances, they are anxious and worried. Hence it has always been one of the highest duties of the state to see that those who are called in to prescribe for human ailments are so trained that they can be safely trusted to properly ascertain the cause and prescribe for its remedy. And not only so, but the prevention of disease in the community is such a pressing and vital need that the state is not content with providing proper training for the physician, but it compels the citizens of the state to submit not only to rules and regulations, but also to drastic measures, cures and operations for the benefit of the community prescribed by those who have adequate training and experience in such matters. And this presupposes that the state has satisfied itself that proper standards of learning have been set up and maintained for those who are thus authorized to heal and to direct.

It may, I think, be taken for granted that the duty of the state in this regard



is thoroughly recognized and welcomed, and that those who want a change in the present situation do not desire to ignore its necessity and importance.

The question, then, resolves itself into this: Can a change, which permits the training and licensing of physicians on a plan or theory different from that adhered to at present, be made with safety to the individual and without relaxing the care of the state in the performance of its admitted duty?

It is perhaps necessary thoroughly to understand what is meant by the terms used in dealing with this subject. Is medicine based on *a priori* theories, or is it the application to each case of the result of reason, research and practical experiments in other cases? Does it propound a theory and then act on it in all cases, or does it build up its maxims upon proved facts? What is the purpose of medical education? What does it produce and turn out? Upon the answers to these questions much depends. And there is the further question: Can our present system of clinical education be adapted to new methods which have not a common base or root with that now forming the foundation of present medical practice?

Without going into the history of the evolution of medicine, medical and surgical practice, and medical research, it is quite evident that at the present day they rest upon the laboratory and clinical study.

Among the many authorities I have read and listened to upon this important subject, I make no apology in quoting first from the addresses and writings of Sir William Osler, whose ability has been recognized not only in this country but in the United States and Great Britain:

"Based on science, medicine has followed and partaken of its fortunes, so that in the great awakening which has made the nineteenth memorable among centuries, the profession received a quickening impulse more powerful than at any period in its history. With the sole exception of the mechanical sciences, no other department of human knowledge has undergone so profound a change—a change so profound that we who have grown up in it have but slight appreciation of its momentous character. And not only in what has been actually accomplished in unravelling the causes of disease, in perfecting methods of prevention, and in wholesale relief of suffering, but also in the unloading of old formulæ, and in the substitution of the scientific spirit of free inquiry for cast-iron dogmas, we see a promise of still greater achievement and of a more glorious future." (Chauvinism in Medicine. Address to the Canadian Medical Association, 1902.)

"The most distinguishing feature of the scientific medicine of the century has been the phenomenal results which have followed experimental investigations.

"While this method of research is not new, since it was introduced by Galen, perfected by Harvey, and carried on by Hunter, it was not until well into the middle of the century that, by the growth of research laboratories, the method exercised a deep influence on progress. The lines of experimental research have sought to determine the functions of the organs in health, the conditions under which perversion of these functions occurs in disease, and the possibility of exercising protective and curative influences on the processes of disease.

"The researches of the physiological laboratories have enlarged in every direction our knowledge of the great functions of life—digestion, assimilation, circulation, respiration and excretion. Perhaps in no department have the results been more surprising than in the growth of our knowledge of the functions of the brain and nerves. Not only has experimental science given us clear and accurate data upon the localization of certain functions of the brain and of the paths of sensory and of motor impulses, but it has opened an entirely new field in the diagnosis and treatment of the diseases of these organs, in certain directions of a most practical



nature, enabling us to resort to measures of relief undreamed of even thirty years ago." (Medicine in the Nineteenth Century: Address to Johns Hopkins Historical Club, January, 1901.)

"The reorganization of the medical school has been accomplished in the first two years by an extraordinary increase in the laboratory work, which has necessitated an increase in the teaching force, and indeed an entirely new conception of how such subjects as physiology, pharmacology and pathology should be taught.

. . . Control of ample clinical facilities is as essential to-day as large, well-endowed laboratories, and the absence of this causes the clinical to lag behind the scientific education. . . . Within the next quarter of a century the larger universities of this country will have their own hospitals in which the problems of nature known as disease will be studied as thoroughly as are those of geology or Sanscrit. . . .

"For the third and fourth year students, the hospital is the college; for the juniors, the out-patient department and the clinics; for the seniors, the wards. They should be in the hospital as part of its equipment, as an essential part, without which the work cannot be of the best. They should be in it as the place in which alone they can learn the elements of their art and the lessons which will be of service to them when in practice for themselves. The hospital with students in its dispensaries and wards doubles its usefulness in a community. The stimulus of their presence neutralizes that clinical apathy certain, sooner or later, to beset the man who makes lonely 'rounds' with his house-physician. Better work is done for the profession and for the public; the practical education of young men, who carry with them to all parts of the country good methods, extends enormously the work of an institution, and the profession is recruited by men who have been taught to think and to observe for themselves, and who become independent practitioners of the new school of scientific medicine—men whose faith in the possibilities of their art has been strengthened, not weakened, by a knowledge of its limitations." (The Hospital as a College: Address to the Academy of Medicine, New York, 1903.)

"The problems of disease are more complicated and difficult than any others with which the trained mind has to grapple; the conditions in any given case may be unlike those in any other; each case, indeed, may have its own problem. Law, constantly looking back, has its forms and procedures, its precedents and practices. Once grasped, the certainties of divinity make its study a delight and a pastime; but who can tell of the uncertainties of medicine as an art? The science on which it is based is accurate and definite enough; the physics of a man's circulation are the physics of the waterworks of the town in which he lives, but once out of gear, you cannot apply the same rules for the repair of the one-as of the other." (On the Educational Value of the Medical Society: Address at the Centennial Celebration of the Newhaven Medical Association, January 6th, 1903.)

Perhaps the best description of the extent to which the laboratory has entered into medical education is given by Dr. Lewellys F. Barker, Professor of Medicine in the Johns Hopkins University, Baltimore, Md., and a Canadian graduate of McGill University, in these words:

"A large part of the education which medical students receive nowadays is given to them in laboratories. Instead of the didactic lecture of former periods the student in a medical school of our time does practical work in nearly all the subjects of the medical course. In the anatomical laboratory he dissects the human body and examines its constituent organs, tissues and cells under the microscope, making many of the preparations for himself. In the physiological laboratory he studies the functions of the animal body less from books and from lectures

than from actual observation, as he repeats the experiments of the great masters who have made fundamental physiological discoveries. In the pathological laboratory he assists in the making of post-mortem examinations, studies the changes in form, consistence and colour of organs in disease, and under the microscope investigates the finer changes in the cells and intercellular substances in pathological states. In the better laboratories of this sort, too, he has the opportunity of witnessing the phenomena of life as manifested under abnormal conditions, and though pathological physiology as such has not yet reached the place in our medical schools which it seems destined to occupy, it is rapidly being developed and promises to become in the near future one of the most important features of undergraduate medical instruction. In the bacteriological laboratory the student not only hears of bacteria and of their relation to fermentation and to disease, but he handles these bacteria himself, studies them, alive and dead, under an oil immersion lens, grows them artificially upon media prepared by himself, produces certain of the infectious diseases experimentally by inoculation of animals, and recovers from the bodies of the diseased the same micro-organisms which he has inoculated. He is given, too, a practical acquaintance with the simpler methods of studying the phenomena of immunity, and gains in this way a unique conception of the nature of infection and the tendency of self-limitation of the infectious diseases; he becomes familiar with the fundamental principles of contagion on the one hand and of prevention on the other. These studies, together with those which he makes in the laboratory of hygiene, prepare him, in a way unequalled by any other form of preparation, for meeting those problems of personal hygiene and public safety which confront the medical man in private practice and in the protection of the public health. In the laboratory of physiological chemistry the medical student perfects his methods of chemical manipulation and examines for himself the various chemical constituents of the human body and its secretions and excretions.

“One needs no special prophetic instinct to recognize how important a training of this kind is for the prospective physician who will wish to keep abreast of medical advance during the next two decades, for there seems to be but little doubt in the minds of those best informed that the laboratories of physiology and physiological chemistry are to stand in much the same important relation to medicine during the next twenty years as that occupied by the laboratories of pathology and bacteriology since 1880. Furthermore, practical pharmacological studies are now essential for the medical student. The undergraduate who in the pharmacological laboratory studies the physiological effects of drugs by actual observation of the effects produced after administration to animals, making accurate measurements by the precise methods of physics and chemistry, will acquire an insight into the possibilities and limitations of treatment by drugs which will protect him from a pessimistic nihilism on the one hand, and, even more important, from uncritical enthusiasm on the other. The student thus trained will be less likely to fall a prey to the proprietary medicine manufacturer and the nostrum monger than the physician who has obtained all his knowledge concerning the action of drugs from books, lectures or the circulars of manufacturers.

“In the clinical laboratories associated with the wards of the hospital the student will be taught how to apply the knowledge gained in all the laboratories just mentioned to the problems of diagnosis and treatment as he actually meets them in his study of patients in the hospital wards and dispensaries. These hospital clinical laboratories have only just begun their development, and there are but few medical schools which have made adequate provision for them. I



have in another place called attention to the great importance of these laboratories for the training of medical students, as well as for the advance of practical medicine, and have tried to show that it is just as necessary for physicians and surgeons to have their own special laboratories attached to their wards, in which chemical, physical, bacteriological and psychic investigations can be made as it is for aniline dye manufacturers to have chemical laboratories attached to their plants for solving their special problems, or for brewers to have bacteriological laboratories and skilled bacteriologists constantly at work to maintain and improve the standard of their products. It will not do for the sciences of diagnosis and therapy to rely upon the laboratories of chemistry, physiology and pathology in the medical school to solve their particular problems for them. The more fundamental sciences have their own problems of a more abstract nature, which it is their duty to investigate, and the time has certainly come for diagnosis and therapy to develop the laboratory sides of these sciences for themselves.

“By far the greatest advantage of instruction of the medical student by the laboratory method is, however, his training in the scientific habit of thought. What helps him is less the facts which he learns, or the memory of the experiments he makes, than the establishment in him of the conception that in order really to understand it is necessary to come into direct personal contact with the object to be understood. If some of his teachers are, and certainly some of them should be, productive investigators, he is likely to be impressed with the necessity of accuracy in work, of patience in it, if things are to be accomplished, of steady industry and persevering effort.

“He learns also to have a love for detail and a desire for complete and exhaustive knowledge; he comes to appreciate skill in invention and in the application of new and precise methods, and there grows in him a desire for full appreciation of the value of all existing methods or principles which will prevent him from falling a prey to sectionalism in medicine or to any single idea or principle which is limited in its nature. In other words, he develops in those three directions of thought which characterize three more or less distinct and important attitudes of the human mind; namely, the exact habit or attitude of thought, the historical and the critical.” (From an address delivered at the formal opening of the Medical Laboratories Building, Queen’s University, Kingston, Ont., January 4th, 1908.)

Again, in a paper published in 1916, he says:

“The reinstatement of the medical faculties of our universities in the respect of the world of scholars has undoubtedly been due to the astonishing growth of the scientific spirit among medical men, and to the remarkable expansion of our knowledge of man and of the diseases that endanger his life and his health through the rise of the methods of research in the natural sciences. These methods have been and are now being applied with great zeal to the study of the structure and function of living organisms. No small part of the progress has been due to the devising of new methods of investigation that have been perfected in laboratories. Intensive work has required an ever increasing division of labour in research, with specialization of the fields of investigation and constant additions of departments and professorships in our universities and medical schools. The new knowledge that has been acquired, and the new forms of technical procedure that have been elaborated, have revolutionized our ideas of the nature and causes of disease, have enormously extended our methods and conceptions of diagnosis, and have led to a truly astonishing advance in rational therapeutics. It is no wonder that the medical course has been lengthened, for the amount of clinical



as well as of preclinical training that is considered desirable before graduation has steadily grown.

"We rejoice in the fact that there is no longer dissent from the view that, precedent to undertaking the more complex medical sciences of diagnosis and therapy, a considerable training in the preliminary natural sciences (physics, chemistry and biology), and education in the simpler medical sciences (anatomy, physiology, pharmacology and general pathology) are imperative. I speak of the 'more complex medical sciences of diagnosis and therapy,' for the time has passed when the work of the clinics could be regarded as something that is not scientific—as something merely practical or technical, to be sharply distinguished from the 'theoretical' or 'scientific' work of the preclinical sciences."

In the address at Kingston already quoted, Dr. Barker sums up the results in a striking way. He says:

"The advances which have been made in our own time by investigative medicine are truly phenomenal, and no layman, unless he has made a special point of looking into the matter, has any conception of the increased power medical men now possess to lessen physical suffering from disease and accident, or the means at their command for controlling the spread of infectious and contagious disease. Not only has the prospect of life for each human individual been markedly lengthened, but immeasurable advantages have accrued to the race as a whole, no small part of our industrial development at home and the opening up of countries abroad hitherto inaccessible to civilized whites having been due to the protective discoveries of modern medical science."

President Falconer, before the Commission, has expressed the view of our largest university in these words:

"The education of the medical student to-day is thoroughly scientific. The empirical stage of medicine has passed away, and the results of the new methods are seen in the decreased death rate and in increased average longevity. Modern scientific medicine is built on fundamental science. There is no one who has contributed more to the advance of modern medicine than Pasteur, and Pasteur was a chemist. The purpose of medical education is to create in the student an attitude of mind based on thorough scientific method, so that as a practitioner he will not depend on routine methods or traditional treatment, but will advance with his rapidly advancing profession. The success of the practitioner, therefore, depends upon (a) accurate diagnosis, and (b) scientific treatment.

"For this diagnosis he must have accurate information of pathology, the diseased condition of the body, of physiology, its normal condition, and anatomy. These sciences depend in their turn upon physics, chemistry and biology.

"Again, for treatment he must thoroughly understand anatomy, physiology, pathology, bacteriology and pharmacology, and for most of these sciences chemistry is not only an essential, but it is becoming more and more important. On these sciences the clinical structure is built in which to-day the scientific laboratory plays a great part. All the hospitals of the best grade have scientific laboratories connected with them for diagnosis and treatment of clinical work. In clinical medicine where the student is trained in scientific diagnosis and treatment, he learns also the principles of preventive medicine, and is taught to recognize infectious diseases. Without such a competent knowledge, a practitioner of medicine might bring upon a community an epidemic."

I give the above as an indication of what view is now taken by the medical and teaching professions of the status of medicine at the present time. I do not propose to quote, in the body of the report, other statements, but there will

be found in the evidence before the Commission many statements in line with the above from many eminent quarters.

In order to indicate the complete change in the viewpoint of educationalists regarding the science of medicine and its study and pursuit, I append here the analysis of past and present conditions from the report of Abraham Flexner to the Carnegie Foundation, issued in 1910.

"Prior to the placing of medicine on a scientific basis, sectarianism was, of course, inevitable. Everyone started with some sort of preconceived notion; and from a logical point of view, one preconception is as good as another. Allopathy was just as sectarian as homeopathy. Indeed, homeopathy was the inevitable retort to allopathy. If one man 'believes' in dissimilars, contrary suggestion is certain to provide another who will stake his life on similars; the champion of big doses will be confronted by the champion of little ones. But now that allopathy has surrendered to modern medicine, is not homeopathy borne on the same current into the same harbour?

"The modern point of view may be re-stated as follows: Medicine is a discipline, in which the effort is made to use knowledge procured in various ways in order to effect certain practical ends. With abstract general propositions it has nothing to do. It harbours no preconceptions as to diseases or their cure. Instead of starting with a finished and supposedly adequate dogma or principle, it has progressively become less cocksure and more modest. It distrusts general propositions, *a priori* explanations, grandiose and comforting generalizations. It needs theories only as convenient summaries in which a number of ascertained facts may be used tentatively to define a course of action. It makes no effort to use its discoveries to substantiate a principle formulated before the facts were even suspected. For it has learned from the previous history of human thought that men possessed of vague, preconceived ideas are strongly disposed to force facts to fit, defend or explain them; and this tendency both interferes with the free search for truth and limits the good which can be extracted from such truth as is in its despite attained.

"Modern medicine has therefore as little sympathy for allopathy as for homeopathy. It simply denies outright the relevancy or value of either doctrine. It wants not dogma but facts. It countenances no presupposition that is not common to it with all the natural sciences, with all logical thinking. . . .

"It is precisely the function of scientific method—in social life, politics, engineering, medicine—to get rid of such hindrances to clear thought and effective action. For it, comprehensive summaries are situate in the future, not in the past; we shall attain them, if at all, at the end of great travail; they are not lightly to be assumed prior to the beginning. Science believes slowly; in the absence of crucial demonstration its mien is humble, its hold is light. 'One should not teach dogmas; on the contrary, every utterance must be put to the proof. One should not train disciples but form observers; one must teach and work in the spirit of natural science.'

"Scientific medicine, therefore, brushes aside all historic dogma. It gets down to details immediately. No man is asked in whose name he comes—whether that of Hahnemann, Rush, or of some more recent prophet. But all are required to undergo rigorous cross-examination. Whatsoever makes good is accepted, becomes in so far part, an organic part, of the permanent structure. To plead in advance a principle couched in pseudo-scientific language, or of extra-scientific character, is to violate scientific quality. There is no need, just as there is no logical justification, for the invocation of names or creeds, for the



segregation from the larger body of established truth of any particular set of truths or supposed truths as especially precious. Such segregation may easily invest error with the sanctity of truth; it will certainly result in conferring disproportionate importance on the fact or procedure marked out as of pivotal significance. The tendency to build a system of a few partially apprehended facts, deductive inference filling in the rest, has not indeed been limited to medicine, but it has nowhere else had more calamitous consequences. . . .

"The ebbing vitality of homeopathic schools is a striking demonstration of the incompatibility of science and dogma. One may begin with science and work through the entire medical curriculum consistently; exposing everything to the same sort of test; or one may begin with a dogmatic assertion and resolutely refuse to entertain anything at variance with it. But one cannot do both. One cannot simultaneously assert science and dogma; one cannot travel half the road under the former banner, in the hope of taking up the latter, too, at the middle of the march. Science, once embraced, will conquer the whole. Homeopathy has two options; one to withdraw into the isolation in which alone any peculiar tenet can maintain itself; the other to put that tenet into the melting-pot. Historically it undoubtedly played an important part in discrediting empirical allopathy. But laboratories of physiology and pharmacology are now doing that work far more effectively than homeopathy; and they are at the same time performing a constructive task for which homeopathy, as such, is unfitted. It will be clear, then, why, when outlining a system of schools for the training of physicians on scientific lines, no specific provision is made for homeopathy. For everything of proved value in homeopathy belongs of right to scientific medicine and is at this moment incorporate in it; nothing else has any footing at all, whether it be of allopathic or homeopathic lineage. 'A new school of practitioners has arisen,' says Dr. Osler, 'which cares nothing for homeopathy and less for so-called allopathy. It seeks to study, rationally and scientifically, the action of drugs, old and new.' . . .

"In dealing with the medical sectary, society can employ no special device. Certain profound characteristics in one way or another support the medical dissenter; now the primitive belief in magics crops up in his credulous respect for an impotent drug; again, all other procedure having failed, what is there to lose by flinging one's self on the mercy of chance? Instincts so profound cannot be abolished by statute. But the limits within which they can play may be so regulated as to forbid alike their commercial and their crudely ignorant exploitation. The law may require that all practitioners of the healing art comply with a rigidly enforced preliminary educational standard; that every school possess the requisite facilities; that every licensed physician demonstrate a practical knowledge of the body and its affections. To these terms no reasonable person can object; the good sense of society can enforce them on reasonable and unreasonable alike. From medical sects that can live on these conditions, the public will suffer little more harm than it is destined to suffer anyhow from the necessary incompleteness of human knowledge and the necessary defects of human skill."

In considering now what education in medicine is to be acquired, having in view what it is intended to accomplish, I have not found any better descriptions than those given by Sir William Osler in his various addresses:

"Medicine is a most difficult art to acquire. All the college can do is to teach the student principles, based on facts in science, and give him good methods of work. These simply start him in the right direction; they do not make him a good practitioner—that is his own affair."



(Chauvinism in Medicine.)

"The hardest conviction to get into the mind of a beginner is that the education upon which he is engaged is not a college course, not a medical course, but a life course, for which the work of a few years under teachers is but a preparation."

(Farewell address to American and Canadian medical students.)

"To cover the vast field of medicine in four years is an impossible task. We can only instil principles, put the student in the right path, give him methods, teach him how to study, and early to discern between essentials and non-essentials."

(After Twenty-five years: Address at McGill College, Montreal, 1899.)

"On the other hand, with good habits of observation you may have got deep enough into the subject to feel that there is still much to be learned, and if you have had ground into you the lesson that the collegiate period is only the beginning of the student life, there is a hope that you may enter upon the useful career of the student-practitioner. Five years, at least, of trial await the man after parting from his teachers and entering upon an independent course—years upon which his future depends, and from which his horoscope may be cast with certainty."

(The Student Life.)

"The last quarter of the last century saw many remarkable changes and reformations, among which in far-reaching general importance not one is to be compared with the reform, or rather revolution, in the teaching of the science and art of medicine. Whether the conscience of the professors at last awoke, and felt the pricking of remorse, or whether the change, as is more likely, was only part of that larger movement towards larger events in the midst of which we are to-day, need not be here discussed. The improvement has been in three directions: in demanding of the student a better general education; in lengthening the period of professional study; and in substituting laboratories for lecture-rooms—that is to say, in the replacement of theoretical by practical teaching. The problem before us as teachers may be very briefly stated: to give to our students an education of such a character that they can become sensible practitioners—the destiny of seven-eighths of them. Toward this end are all our endowments, our multiplying laboratories, our complicated curricula, our palatial buildings. In the four years' course a division is very properly made between the preparation or scientific branches and the practical; the former are taught in the school or college, the latter in the hospital. Not that there is any essential difference; there may be as much science taught in a course of surgery as in a course of embryology. The special growth of the medical school in the past twenty-five years has been in the direction of the practical teaching of science. Everywhere the lectures have been supplemented or replaced by prolonged practical courses, and instead of a single laboratory devoted to anatomy, there are now laboratories of physiology, of physiological chemistry, of pathology, of pharmacology, and of hygiene.

"Apart from the more attractive mode of presentation and the more useful character of the knowledge obtained in this way, the student learns to use the instruments of precision, gets a mental training of incalculable value, and perhaps catches some measure of the scientific spirit. The main point is that he has no longer merely theoretical knowledge acquired in a lecture-room, but a first-class acquaintance with the things themselves.

"The work of an institution in which there is no teaching is rarely first-class. There is not that keen interest, nor the thorough study of the cases, nor amid the exigencies of the busy life is the hospital physician able to escape clinical

slovenliness unless he teaches and in turn is taught by assistants and students. It is, I think, safe to say that in a hospital with students in the wards the patients are more carefully looked after, their diseases are more fully studied and fewer mistakes made.

“The larger question, of the extended usefulness of the hospital in promoting the diffusion of medical and surgical knowledge, I cannot here consider.”

(The Hospital as a College.)

“Chemistry, anatomy and physiology give that perspective which enables him to place man and his diseases in their proper position in the scheme of life, and afford, at the same time, that essential basis upon which alone a trustworthy experience may be built. Each one of these is a science in itself, complicated and difficult, demanding much time and labour for its acquisition, so that in the few years which are given to their study the student can only master the principles and certain of the facts upon which they are founded. Only so far as they bear upon a due understanding of the phenomena of disease do these subjects form part of the medical curriculum, and for us they are but means—essential means, it is true—to this end. A man cannot become a competent surgeon without a full knowledge of human anatomy and physiology, and the physician without physiology and chemistry flounders along in an aimless fashion, never able to gain any accurate conception of disease, practising a sort of popgun pharmacy, hitting now the malady and again the patient, he himself not knowing which.

“The primary function of this department of the university is to instruct men about disease, what it is, what are its manifestations, how it may be prevented, and how it may be cured.”

(Teaching and Thinking: Address to McGill Medical School, Oct. 1st, 1894.)

“The same obligation rests on him to know and to teach the best that is known and taught in the world: on the surgeon, the obligation to know thoroughly the scientific principles on which his art is based, to be a master in the technique of his handicraft, ever studying, modifying, improving; on the physician the obligation to study the natural history of diseases, and the means for their prevention, to know the true value of regimen, diet and drugs in their treatment, ever testing, devising, thinking—and, upon both, to teach to their students habits of reliance, and to be to them examples of gentleness, forbearance and courtesy in dealing with their suffering brethren.”

(Teacher and Student: Address before the University of Minnesota, 1892.)

I have studied with some care the report of Mr. Abraham Flexner in 1910 to the Carnegie Foundation, which has been referred to.

It admittedly marks a great advance both in the conception of what education is and in the realization of the only way in which medical education can, under various jurisdictions, be controlled and elevated. It is an extremely interesting analysis of a complex situation of great social importance, and it would be inexcusable if its conclusions were overlooked in dealing with medical education in this Province.

Its facts and conclusions have been violently assailed, and as warmly defended. Its value in this matter will depend upon its logic, candour and outlook.

It is perhaps desirable to state just how it came to be made. The examination which preceded it arose out of the trusts of a vast endowment to be expended for the benefit of teachers in colleges and universities of the United States, Canada and Newfoundland.

In determining what were colleges and universities within the terms of the trust, it became necessary for the trustees to investigate what were in reality



colleges and universities, many of those nominally so designated being really concerned with secondary education.

The investigation began with the colleges and the professional schools gathered about them or included in them. It extended over a long period, and one of the departments to be studied was the medical school. The situation is thus described:

"The fundamental sciences upon which medicine depends have been greatly extended. The laboratory has come to furnish alike to the physician and to the surgeon a new means for diagnosing and combatting disease. The education of the medical practitioner under these changed conditions makes entirely different demands in respect to both preliminary and professional training.

"Under these conditions, and in the face of the advancing standards of the best medical schools, it was clear that the time had come when the relation of professional education in medicine to the general system of education should be clearly defined. The first step towards such a clear understanding was to ascertain the facts concerning medical education and the medical schools themselves at the present time. In accordance, therefore, with the recommendation of the president and executive committee, the trustees of the Carnegie Foundation, at their meeting in November, 1908, authorized a study and report upon the schools of medicine and law in the United States, and appropriated the money necessary for this undertaking. The present report upon medical education, prepared under the direction of the Foundation by Mr. Abraham Flexner, is the first result of that action.

"No effort has been spared to procure accurate and detailed information as to the facilities, resources and methods of instruction of the medical schools. They have not only been separately visited, but every statement made in regard to each detail has been carefully checked with the data in possession of the American Medical Association, likewise obtained by personal inspection, and with the record of the Association of American Colleges, so far as its membership extends. The details, as stated, go forth with the sanction of at least two, and frequently more, independent observers.

"In making this study, the schools of all medical sects have been included. It is clear that so long as a man is to practise medicine, the public is equally concerned in his right preparation for that profession, whatever he calls himself—allopath, homeopath, eclectic, osteopath or whatnot. It is equally clear that he should be grounded in the fundamental sciences upon which medicine rests, whether he practises under one name or under another.

"One of the problems of the future is to educate the public itself to appreciate the fact that very seldom, under existing conditions, does a patient receive the best aid which it is possible to give him in the present state of medicine, and that this is due mainly to the fact that a vast army of men is admitted to the practice of medicine who are untrained in sciences fundamental to the profession and quite without a sufficient experience with disease. A right education of public opinion is one of the problems of future medical education.

"Until recently, the conduct of a medical school was a profitable business, for the methods of instruction were mainly didactic. As the need for laboratories has become more keenly felt, the expenses of an efficient medical school have been greatly increased. The inadequacy of many of these schools may be judged from the fact that nearly half of all our medical schools have incomes below \$10,000, and these incomes determine the quality of instruction that they can and do offer.



“The day has gone by when any university can retain the respect of educated men, or when it can fulfil its duty to education, by retaining a low grade professional school for the sake of its own institutional completeness.

“The development which is here suggested for medical education is conditioned largely upon three factors: first, upon the creation of a public opinion which shall discriminate between the ill-trained and the rightly-trained physician, and which will also insist upon the enactment of such laws as will require all practitioners of medicine, whether they belong to one sect or another, to ground themselves in the fundamentals upon which medical science rests; secondly, upon the universities and their attitude towards medical standards and medical support; finally, upon the attitude of the members of the medical profession towards the standards of their own practice and upon their sense of honour with respect to their own profession.

“The interests of the general public have been so greatly lost sight of in this matter that the public has in large measure forgotten that it has any interests to protect. And yet in no other way does education more closely touch the individual than in the quality of medical training which the institutions of the country provide. Not only the personal well-being of each citizen, but national, state and municipal sanitation rests upon the quality of the training which the medical graduate has received. The interest of the public is to have well-trained practitioners in sufficient number for the needs of society. The source whence these practitioners are to come is of far less consequence.

“While the aim of the Foundation has throughout been constructive, its attitude towards the difficulties and problems of the situation is distinctly sympathetic. The report indeed turns the light upon conditions which, instead of being fruitful and inspiring, are in many instances commonplace, in other places bad, and in still others scandalous. It is nevertheless true that no one set of men or no one school of medicine is responsible for what still remains in the form of commercial medical education. Our hope is that this report will make plain once for all that the day of the commercial medical school has passed. It will be observed that, except for a brief historical introduction, intended to show how present conditions have come about, no account is given of the past of any institution. The situation is described as it exists to-day, in the hope that out of it, quite regardless of the past, a new order may be speedily developed. There is no need now of recriminations over what has been, or of apologies by way of defending a regime practically obsolete. Let us address ourselves resolutely to the task of reconstructing the American medical school on the lines of the highest modern ideals of efficiency, and in accordance with the finest conceptions of public service.

“We have seen how an empirical training of varying excellence, secured through attendance on a preceptor, gave way to the didactic method, which simply communicated a set body of doctrines of very uneven value; how in our own day this didactic school has capitulated to a procedure that seeks, as far as may be, to escape empiricism, in order to base the practice of medicine on observed facts of the same order and cogency as pass muster in other fields of pure and applied science. The apprentice saw disease; the didactic pupil heard and read about it; now once more the medical student returns to the patient, whom in the main he left when he parted with his preceptor. But he returns, relying no longer altogether on the senses with which nature endowed him, but with those senses made infinitely more acute, more accurate, and more helpful by the processes and the instruments which the last half-century's progress has

placed at his disposal. This is the meaning of the altered aspect of medical training; the old preceptor, be he never so able, could at best feel, see, smell, listen, with his unaided senses. His achievements are not indeed to be lightly dismissed; for his sole reliance upon his senses greatly augmented their power. Succeed as he might, however, his possibilities in the way of reducing, differentiating, and interpreting phenomena, or significant aspects of phenomena, were abruptly limited by his natural powers. These powers are nowadays easily enough transcended. The self-registering thermometer, the stethoscope, the microscope, the correlation of observed symptoms with the outgivings of chemical analysis and biological experimentation, enormously extend the physician's range. He perceives more speedily and more accurately what he is actually dealing with; he knows with far greater assurance the merits or the limitations of the agents which he is in position to invoke. Though the field of knowledge and certainty is even yet far from co-extensive with the field of disease and injury, it is, as far as it goes, open to quick, intelligent and effective action.

"But the physician's function is fast becoming social and preventive, rather than individual and curative. Upon him society relies to ascertain, and, through measures essentially educational, to enforce the conditions that prevent disease and make positively for physical and moral well-being. It goes without saying that this type of doctor is first of all an educated man.

"It is universally conceded that medical education cannot be conducted on proper lines at a profit—or even at cost; but it does not follow that it has therefore ceased to 'pay.' It is commonly represented that medical schools are benevolent enterprises, to which selfish financial considerations are nowadays quite alien. Such is not even generally the case. Our best medical schools are indeed far from self-supporting. They absorb the income of large endowments, or burden seriously the general resources of their respective universities. But these institutions constitute but a small fraction of the medical schools of the country. The others pay in one or more of several ways, if 'paying' is understood to mean that the fees do more than meet the expenses of running the school. This use of terms is entirely justifiable; for if fees alone are inadequate to meet the running expenses of an up-to-date medical school, then the difference between actual expenditure on instruction, with its essential incidentals, and the total fee income of the school is profit, whatever the use to which it is applied. In the worst cases this sum is great, and goes into the pockets of the teachers; in many others it may not be large in any single year, though its total over a stretch of years may be quite sufficient to have altered materially the complexion of the institution. In these schools an annual balance to the good is obtained for distribution by slighting general equipment, by over-working laboratory teachers, by wholly omitting certain branches, by leaving certain departments relatively undeveloped, or by resisting any decided elevation of standards.

"The Toronto (592 students) medical budget is about \$85,000, as against \$64,500 received in fees; McGill (328 students) \$77,000, as against \$43,750 received in fees.

"In Canada the existing ratio of physicians to population is 1:1030. The estimated increase of population last year was 239,516, requiring 160 new physicians; losses by death are estimated at 90. As the country is thinly settled and doctors much less abundant than in the United States, let us suppose these replaced man for man; 250 more doctors would be annually required. The task of supplying them could be for the moment safely left to the universities of Toronto and Manitoba, to McGill and to Laval at Quebec.



"Prior to the placing of medicine on a scientific basis, sectarianism was, of course, inevitable. Everyone started with some sort of pre-conceived notion; and from a logical point of view one preconception is as good as another. Allopathy was just as sectarian as homeopathy. Indeed, homeopathy was the inevitable retort to allopathy. If one man 'believes' in dissimilars, contrary suggestion is certain to provide another who will stake his life on similars; the champion of big doses will be confronted by the champion of little ones. But now that allopathy has surrendered to modern medicine, is not homeopathy borne on the same current into the same harbour?

"Modern medicine has, therefore, as little sympathy for allopathy as for homeopathy. It simply denies outright the relevancy or value of either doctrine. It wants not dogma, but facts. It countenances no presupposition that is not common to it with all the natural sciences, with all logical thinking.

"The sectarian, on the other hand, begins with his mind made up. He possesses in advance a general formula, which the particular instance is going to illustrate, verify, re-affirm, even though he may not know just how. One may be sure that facts so read will make good what is expected of them; that only that will be seen which will sustain its expected function; that every aspect noted will be dutifully loyal to the revelation in whose favour the observer is predisposed; the human mind is so constituted.

"The logical position of medical sectarians to-day is self-contradictory. They have practically accepted the curriculum as it has been worked out on the scientific basis. They teach pathology, bacteriology, clinical microscopy. They are thereby committed to the scientific method; for they aim to train the student to ascertain and interpret facts in the accepted scientific manner. He may even learn his sciences in the same laboratory as the non-sectarian. But scientific method cannot be limited to the first half of medical education. The same method, the same attitude of mind, must consistently permeate the entire process. The sectarian, therefore, in effect contradicts himself when, having pursued or having agreed to pursue the normal scientific curriculum with his student for two years, he at the beginning of the third year produces a novel principle and requires that thenceforth the student effect a compromise between science and revelation.

"Sectarian institutions do not exist in Canada; in the United States there are 32 of them, of which 15 are homeopathic, 8 eclectic, 1 physiomedical, and 8 osteopathic.

"One may begin with science and work through the entire medical curriculum consistently, exposing everything to the same sort of test; or one may begin with a dogmatic assertion and resolutely refuse to entertain anything at variance with it. But one cannot do both. One cannot simultaneously assert science and dogma; one cannot travel half the road under the former banner, in the hope of taking up the latter, too, at the middle of the march. Science, once embraced, will conquer the whole. Homeopathy has two options; one to withdraw into the isolation in which alone any peculiar tenet can maintain itself; the other to put that tenet into the melting-pot. Historically it undoubtedly played an important part in discrediting empirical allopathy. But laboratories of physiology and pharmacology are now doing that work far more effectively than homeopathy; and they are at the same time performing a constructive task for which homeopathy, as such, is unfitted.

"Whatever his notions on the subject of treatment, the osteopath needs to be trained to recognize disease and to differentiate one disease from another quite as carefully as any other medical practitioner. Our account of the sect proceeds wholly from this point of view. Whether they use drugs or do not use them,



whether some use them while others do not, does not affect this fundamental question. Whatever they do, they must know the body, in health and disease, before they can possibly know whether there is an occasion for osteopathic intervention, and if so, at what point, to what extent, etc. All physicians, summoned to see the sick, are confronted with precisely the same crisis: a body out of order. No matter to what remedial procedure they incline—medical, surgical or manipulative—they must first ascertain what is the trouble. There is only one way to do that. The osteopaths admit it, when they teach physiology, pathology, chemistry, microscopy.

“The law may require that all practitioners of the healing art comply with a rigidly enforced preliminary educational standard; that every school possess the requisite facilities; that every licensed physician demonstrate a practical knowledge of the body and its affections. To these terms no reasonable person can object; the good sense of society can enforce them upon reasonable and unreasonable alike. From medical sects that can live on these conditions the public will suffer little more harm than it is destined to suffer anyhow from the necessary incompleteness of human knowledge and the necessary defects of human skill.”

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#### SUPPORTING STATEMENT “E.”

##### CHRISTIAN SCIENCE.

In a pamphlet copyrighted and published by the Christian Science Publishing Company, of Boston, Mass., written by Judge Clifford P. Smith, and left with me by Mr. Hellmuth, K.C., representing the Christian scientists, appears the following:

“While the various schools of medicine differ from each other as to the nature and cure of disease, Christian science differs from them all by regarding it as primarily and essentially mental (as a product of false belief, an image of material sense, a state of mortal thought), and by curing it with a method that is at once mental and spiritual; that is, with the power of truth, in accordance with the law of mind, through the prayer of spiritual understanding. These points also mark the line between the practice of Christian science and the use of suggestion or hypnotism; in other words, Christian science uses truth as such, and utilizes the normal, natural and incessant action of spiritual law in human affairs.

“In the final analysis, sin and disease consist alike in a lack of mental rightness. Although suffering from sin does not always take a physical form, it may do so; and if it does, the physical effect follows the mental cause. Prevention or cure must therefore deal with false or evil causation, and must do so by means of true or spiritual causation. Any means short of this can result in nothing better than palliation or temporary relief.”

Judge Smith quotes (p. 17) from Mrs. Eddy: “Disease is a mental state or error that truth destroys.” His statement of the Christian science position is as follows:

“Christian scientists rely on the practice of their religion to prevent and cure disease, and for very good reasons. The principal reasons which obtain with most of them are these:

“(1) They have had need of relief from sin or sickness and have failed to obtain it by other means.

“(2) They have found Christian science to be a superior curative agent, even curing diseases which other systems deem incurable.

“(3) They believe it to be the divine curative agent which Christ Jesus used and commanded all his followers to use.

“(4) They believe that the practice of Christian science will ultimately overcome and abolish evil and its effects and thus deliver the human race from sin and mortality.

“For these reasons and others—such, for instance, as the fear of ill effects from other alleged remedies—a large and ever-increasing number of intelligent and law-abiding citizens rely on Christian science to prevent or cure disease, and others are constantly turning to it after other methods have failed to heal or relieve them.”

From this the following conclusions are drawn:

“An ordinary education supplies all the information upon material subjects which is needed for the successful practice of Christian science. Success in this practice depends not on material knowledge, but on spiritual qualifications gained through labours that far transcend the effort required to win a college diploma. What a student could get at a medical college would not help him to heal the sick as Jesus did. Christian healing is based on the truth of spiritual being; it calls for knowledge of deific law and causation; it depends on the power that is available through the prayer of spiritual understanding; it requires that apprehension of divine principle which constitutes absolute science.

“One good and sufficient reason why the state should not impose any such restriction upon the people is that they do not need it. Any man of average intelligence is able to distinguish and choose for himself between *materia medica* and Christian science.

“The question whether Christian science is more or less efficacious or beneficial than the medical and surgical system is one which no group of citizens should undertake to decide for another. It is a question which each citizen is at liberty to decide for himself. At present the majority prefer to rely upon material remedies rather than upon the prayer of spiritual understanding; but there is a time in every stage of human progress when wisdom is with the minority. A true idea is always perceived by one person, then received by a few, and afterwards accepted by a substantial minority before it finds favour with the majority. Christian science has now advanced to the third stage in this course of progress, and who can say that it will not be adopted by the majority, or even universally? Whatever the future may bring forth, the majority have and will have neither moral nor legal right to impose their preference on the minority. A minority of the people have the same right to choose Christian science as the majority have to choose something else.”

The following states of the American Union specifically except the practice of Christian science from the prohibition against the unlicensed practice of what they define as medicine:

Arizona	Massachusetts
California	Michigan
Connecticut	New Hampshire
Kentucky	North Carolina
Louisiana	North and South Dakota
Maine	Tennessee

The following states permit the practice of religious beliefs or tenets in the ministrations of the sick:

Colorado	Utah
Georgia	Vermont
Illinois	Virginia
Kansas	Washington
New York	



From the above, it appears that about one-half of the states of the American Union either expressly or tacitly admit the practice of Christian science in the cure of the sick where its practitioners follow no other method of healing than prayer.

In England there is no prohibition, except that no fees can be recovered.

Does the permitting of Christian scientists without let or hindrance to practise their methods exhaust the whole question?

I have no doubt that, in so far as it is effective in cases in which mental errors produce morbid conditions, or where the psychic effort of faith and hope is really helpful, Christian science may be considered a useful method of treatment. But in many cases its substitution for different and usual medical and surgical methods results in downright harm.

In the Province of Ontario the courts have decided that those permitting its exercise in respect to children, instead of providing tried medical assistance, are guilty of an offence against the Criminal Code.

It is true that this decision depends upon the opinions expressed by the court, that necessities in the case of children included medical attendance when they were ill. Allowing Christian science to practise its tenets without penalty will not impair that determination, and this should be made clear in any legislation which may be enacted. And where its practitioners come in contact with disease, it seems hardly fair or reasonable that, so far as public health and welfare are concerned, there should not be required a sufficient knowledge of elementary medicine or of health and disease to prevent contagious and infectious diseases being unrecognized. To insist on this knowledge is not to take away the right of the individual to trust himself to the efficacy of the treatment, absent or present, which depends in large measure upon the mental and spiritual. Success in this practice may well depend on spiritual qualifications, but does not exclude the operation of common sense, based on knowledge, in discerning the disease from which the patient may be suffering. Either the Christian science practitioner must possess that information, or it must be supplied by someone else.

It may be sufficient to permit the practice of the tenets of their religion by adherents of Christian science, coupled with a penalty for undertaking the cure of the sick, in cases where the public health is involved, leaving it to the courts to inflict the penalty where notice is not given to the authorities. But it seems to me that to allow attendance upon disease without any precaution against the effects of wrong diagnosis, or without sufficient education to discern whether the method proposed is properly applicable, is to put a premium upon ignorance.

The difficulty of requiring Christian science practitioners to qualify to the limited extent I have indicated lies in their total repudiation of the usefulness of any, even the most elementary, medical knowledge.

Upon the whole, my solution of this particular difficulty would be to leave the matter in the hands of the law, exacting a penalty sufficiently onerous to compel the use of common sense in dealing with each case, and deterring those who affect the methods of Christian science from ignoring the requirements which have been determined to be necessary for insuring the public against the spread of preventible disease.

I should perhaps add that my recommendation is in line with, though it goes farther than, the position taken in California, with the approval of Judge Clifford P. Smith. In the Bulletin of the California Board of Health, January-February, 1917, handed in by Judge Smith, a communication from Mr. Van Arsdale, of the Christian Science Committee on Publication for South California, appears. He writes to his Christian science brethren as follows:



“The law does not require anyone but a medical doctor to have expert ability to recognize infectious or contagious diseases, but it does require all citizens to have the knowledge of human health and disease possessed by all intelligent persons, and to act as stated in the statutes mentioned and quoted from.”

SUPPORTING STATEMENT “F.”

DENTISTS.

The Royal College of Dental Surgeons of Ontario is an incorporated body, dating from 1868, and it educates, examines and licenses the students in dentistry.

It is authorized to establish a School of Dentistry in Toronto; to fix and determine the standard for matriculation, the curriculum of studies to be pursued by students, the number of lectures to be attended, the examination to be passed and the fees to be paid in order to obtain a license to practise dentistry in Ontario.

The School of Dentistry was established in 1875, and it now occupies a fine and well-equipped building on College Street.

In 1908 a sale of the old building produced an amount sufficient to enable the present college to be built.

The School of Dentistry—which educates students for their certificate as Licentiates of Dental Surgery—is operated by the College, and any profit on its operations is paid over to the College.

Thus, in 1910-11 there was paid over.....	\$6,018 90
1911-12       “       “ .....	5,000 00
1912-13       “       “ .....	7,859 86
1913-14       “       “ .....	11,000 00
1914-15       “       “ .....	9,000 00
1915-16       “       “ .....	15,136 84
Making a total in six years of .....	\$54,015 60
or an average of \$9,002.60 per annum.	

The lecture fees received by the School of Dentistry are as follows:

1910-11.....	\$23,075 00
1911-12.....	26,675 00
1912-13.....	27,725 50
1913-14.....	34,414 00
1914-15.....	34,261 50
1915-16.....	40,103 00
Making a total of .....	\$186,254 00

or an average of \$31,042.33 per annum. Out of this is paid the expenses of operating the School, paying salaries and all running expenses, the balance being turned over to the College, as I have mentioned.

Taking the financial statement of the Royal College of Dental Surgeons, it would appear that its main sources of revenue are the surplus derived out of the fees paid by students in attendance at lectures, such surplus amounting to an average of \$9,002.60 per annum, and the matriculation examination and licentiate fees, which total (in the same six years) \$29,197.89, and give an average of \$4,866.31 yearly.

Out of these receipts there are paid the general expenses of the Board of Directors of the College, including the salaries of the secretary and the expenses of his office, examination expenses, repairs to building, etc. In addition to this, fees are paid to the members of the Board for attending its meetings. These amount to \$4,701.65 in five years—there being apparently no allowances paid for the year 1911-12.

There are eight members of the Board, so that the average yearly expense is \$940.00, or about \$117.50 for each member, including one Toronto member and the secretary. The average surplus of receipts beyond expenditures carried over yearly by the College in the six years mentioned would amount to \$5,601.00, out of which has been paid \$10,000 on the principal of the mortgage.

The present balance sheet of the Royal College of Dental Surgeons is as follows:

#### ESTIMATED BALANCE SHEET.

(April 27, 1916.)

##### *Assets.*

College real estate and buildings (estimated) .....	\$153,000 00
College equipment (reduced to) .....	19,000 00
Licentiate fees outstanding .....	\$413 00
Less paid in advance .....	2 00
	<hr/> 411 00

##### Cash on Hand and in Banks:

Bank of Nova Scotia, Board Account .....	\$23,192 71
Dominion Bank, Treasurer's Account .....	413 37
Petty Cash on hand .....	15 79
	<hr/> 23,621 87
	<hr/> \$196,032 87

##### *Liabilities.*

Mortgage payable on buildings and real estate .....	\$30,000 00
Accrued interest .....	95 83
	<hr/> 30,095 83

##### Unpaid Accounts:

Expenses 1916 Board Meeting (estimated) .....	\$750 00
Expenses Annual Examinations and Commencement Exercises (estimated) .....	750 00
Thorne, Mulholland & Co. ....	100 00
	<hr/> 1,600 00

	\$31,695 83
Surplus of Assets over Liabilities .....	164,337 04
	<hr/> \$196,032 87

From this it appears that the Board had on April 27th, 1916, on deposit \$23,192.71, and that if it receives for the year ending April 27th, 1917, the average amount from the School of Dentistry, viz.: \$9,002.60, it will have enough in cash to pay off the mortgage of \$30,000 on the College buildings. This is practically the only liability outstanding, and when it is removed the College, if it continues to receive an annual income from the School of \$9,000, or over, will early find itself in possession of a yearly surplus exceeding the \$5,600 which is its average in the past six years.

The balance sheet of the School of Dentistry is as follows:—

## SCHOOL OF DENTISTRY.

## RECEIPTS AND DISBURSEMENTS.

(Year ending April 27th, 1916.)

*Receipts.*

Balance forward from last year .....		\$1,902 69
Lecture Fees:		
Balance 1914-15 Session .....	\$94 00	
Session 1915-16 .....	40,103 00	
		40,197 00
Class Fees .....		1,872 00
Deposit Fees .....		936 00
Surgery Fees .....		165 00
Supplemental Technique Courses:		
Operative Technique .....	\$52 00	
Bacteriological Course .....	98 84	
		150 84
Examination Fees, Supplemental and Annual .....	\$3,680 00	
Matriculation Fees .....	300 00	
		3,980 00
D. D. C. Fees .....		150 00
Infirmary Receipts .....		9,266 24
Students' Breakages, Fines and Materials .....		381 16
Refining Returns, Infirmary Sweeps .....		38 42
Janitor's Gas Account .....		11 83
Interest on Bank Account .....		357 06
Interest on Overdue Fees .....		213 35
Sundry Receipts .....		4 40
		\$59,625 99

*Disbursements.*

Salaries, Faculty .....	\$23,966 57
General Hospital Surgery Fees .....	165 00
University of Toronto, Anatomy Fees .....	850 00
Supplemental Technique Courses .....	150 84
Salaries, Office Staff .....	2,027 00
Salaries, Nurse and Laboratory Assistant .....	388 00
Salaries, Janitor's Department .....	1,986 25
Laboratory Infirmary and General Supplies .....	4,333 74
Fuel, Gas and Water .....	1,457 24
Office Expense, Printing and Stationery .....	450 03
Repairs and Renewals .....	381 80
Towels .....	89 24
Telephone .....	142 40
Engrossed Resolution of Appreciation Late Dr. Doherty .....	20 00
Chemical Department, Printed Notes .....	43 80
College Announcement, Torontonensis .....	22 50
Sundries, Petty Cash and Postage .....	234 80
Bank Interest and Exchange .....	9 05
Legal Settlement, Infirmary Patient .....	150 00
Deposit Fees returned to Students .....	936 00
Students Executive:	
University of Toronto Council .....	\$624 00
Class Fees, R.C.D.S. ....	1,248 00
Board Grant .....	100 00
	1,972 00



Board Grant to College Y.M.C.A. ....	25 00
American Institute of Dental Teachers:	
Membership Fee, 1916 .....	\$20 00
Expenses of Delegates .....	494 40
	<hr/> 514 40
National Association of Dental Faculties:	
Special Assessment .....	27 70
Matriculation and Examination Fees Transferred to Treasurer of Board of Directors .....	3,980 00
D. D. C. Fees Transferred to Dr. W. D. Cowan .....	150 00
	<hr/> \$44,473 36
Transferred to Board of Directors .....	15,136 84
Petty Cash on Hand .....	15 79
	<hr/> \$59,625 99

I set out all these figures for two purposes. One is to suggest that the members of the Board should agree to serve their profession without requiring to be paid for their time and attention; and the other, to direct attention to the fact that there is, and will be, a large yearly surplus, and that it should be devoted to the cause of medical education, in which dental students largely share. I recommend that hereafter examination and licentiate fees, less expenses of examination, be paid over to the university or universities, if they are using as part of their educational system more than one university, to be used for the exclusive benefit of the medical faculty, whose expenses are and will be exceptionally heavy and continually increasing. This will enable the College to meet all its expenses, but will prevent the accumulation of a surplus which will prove rather an embarrassment than an advantage. The lecture and membership fees will more than pay the expenses of the College.

Taking last year, this will work out thus:

Examination, etc., Fees Received .....	\$3,680 00
Licentiate Fees .....	1,896 00
	<hr/> \$5,576 00
Less Expenses of Examinations .....	912 75
	<hr/> Balance . . . . . \$4,663 25

The result of this payment, taking last year as a guide, would only reduce their surplus for that year from \$11,810.00 to \$7,157.00.

I may add that no complaints have been made before me in regard to dental education, nor as to its relations to Toronto University.

I may mention that the College has affiliated with that university, which has formulated a curriculum, on compliance with which it will confer the degree of Doctor of Dental Surgery.

There has also been formed in Canada a Dominion Dental Council. In each of the provinces of the Dominion of Canada, the Legislature has enacted legislation regulating the practice of dentistry, and in each province the Dental Act provides for a corporate body, which grants license to practise dentistry in the province. About ten years ago representatives from each of the dental corporate bodies of the nine provinces of the Dominion met to discuss the feasibility of formulating a curriculum in dentistry, holding an examination and issuing a certificate of qualification, which would admit the holder, without further examination, to registration in any, or all, of the provinces entering into the agreement, on payment of the local registration fee. Seven of the nine provinces have entered into such an

agreement, and have formed a Dominion Dental Council, composed of a duly elected representative from each of the dental corporate bodies entering into the agreement. The certificate of the Dominion Dental Council will admit the holder to registration, on payment of the local registration fee, in the Provinces of Prince Edward Island, Nova Scotia, New Brunswick, Ontario, Manitoba, Saskatchewan and Alberta. The preliminary education which is accepted is the junior matriculation of the Education Department of Ontario, or matriculation in the Faculty of Arts of a provincial university, or a certificate that will be acceptable for registration by the General Medical Council of Great Britain.

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## SUPPORTING STATEMENT "G."

### OPTOMETRY.

The persons who are engaged in measuring for and fitting glasses for defective eyesight desire the power to examine and license.

They disclaim any connection with the practice of medicine, contending that they are merely skilled mechanics who can fit glasses to the eye so as to correct its defects by the simple application of measurement and adaptation of lenses. Some admit that they must know enough about the eye to recognize disease either in it or affecting it. Some others say that if they fail to correct the vision, then that denotes a diseased condition.

The wearing of glasses has become so common, and the failure of eyesight so probable after a certain age, that regulation of those who profess to fit them seems an obvious and proper thing to do. The only questions are: First, can they be safely entrusted with the power to fit glasses without medical knowledge of the eye and its diseases? and second, if so, are they in a position, if given power to license, to ensure to the public a real practical knowledge of the subject?

I find that at least thirty-six states have what are called Optometry laws, and so have Manitoba, Saskatchewan and Quebec.

Optometry is generally defined as "the employment of any means, other than the use of drugs, for the measurement of the powers of vision and the adaptation of lenses for the aid thereof."

On examining the laws of the various states, it would appear that they have generally admitted those in practice when the law was passed, and have allowed practical experience of one or two years to be considered as an equivalent to a college course.

In detail, the following has been the result of the legislation upon the subject:

The States of New York, Connecticut and Arkansas have specifically required professional training and graduation from a college requiring a two years' course in optometry, while Minnesota admits after one year's course. In Arkansas, Colorado, Connecticut, Delaware, Florida, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Oklahoma, Oregon, Rhode Island, South Dakota, Utah and Washington, as an alternative either two or three years' practice in the office of a qualified optometrist is sufficient in place of college training.

In North Dakota and Montana there is no preliminary education required to qualify for the examination.

In Arizona, Idaho, Kansas, Nebraska, Nevada, New Mexico, North Carolina, Tennessee, Vermont and West Virginia neither preliminary education nor professional training is exacted.



California and Maryland require no professional training.

Indiana requires professional training, limited to a three months' course of five hours daily; and in Iowa a 910 hours' lecture course is sufficient to qualify.

In Canada the following are the standards:

In Manitoba and Saskatchewan two years' high school training is insisted upon. In the former Province the professional qualification is either graduation from a school approved by the Board of Education, or one year's practice under a registered optometrist. In Saskatchewan two months of such practice is sufficient, no college training being necessary.

Quebec has a law which requires future candidates to take a course which shall not be more than one year in the college of the Association of Optometrists and Opticians. The previous qualification was the fact of practising in that Province on 27th April, 1909.

It would appear from the foregoing that eighteen out of the thirty-six states permit practice with a qualified optometrist as a substitute for professional education, while of the remaining eighteen, ten require no preliminary or professional training as a qualification for the examination. In four more there is either no professional education required, or it is of very limited extent.

In Canada two of the three provinces which have passed optometry laws allow practice to take the place of professional education, while Quebec grants a license after a correspondence course, as well as one in which lectures are attended.

There is, therefore, not very much to assist in deciding the proper way to deal with this subject. The most hopeful sign is the creation in New York State and in Ohio of courses of some real value in the study of optics in the Universities of Columbia and Ohio. The best among the various state optometry laws is that of New York, and yet in itself it is confined to defining the subjects for examination and in approving of certain schools where optometry is taught.

The scope from an educational point of view is seen by the précis of the written examination tests in that State, which follows:

#### "OPTOMETRY."

"Examinations.—The examination for a certificate to practise optometry consists of written tests covering the following clearly defined subjects:

"(a) Theoretic optics.—The examination is restricted to the laws of reflection and refraction, as applied to mirrors, prisms, lenses and optical instruments, usually described in the chapter on light in modern text-books of physics, and in standard special treatises on light.

"(b) Practical optics.—The examination is confined to the construction, mounting and adjustment of ophthalmic lenses and prisms.

"(c) Physiologic optics.—The examination covers specifically the philosophy of the dioptric functions of the eye, and of its anomalies and their correction by lenses.

"(d) Theoretic optometry.—The examination includes the explanation of the various principles, methods and instruments used to detect and measure anomalies of the eye in general.

"(e) Practical optometry.—The examination covers the use of mechanical appliances for making examinations of the eye and measurements of the powers of vision.



“(f) Anatomy and physiology of the eye.—The examination includes the anatomy and physiology of the eye and its pathologic conditions.”

If this is contrasted with the curriculum of Columbia University, it will be found that the latter includes mathematics, elementary physics, pathology of the eye, general hygiene and hygiene of the eye, and extends over two full years, with from sixteen to nineteen hours a week, including laboratory work.

The Columbia Announcement explains the courses thus:

“In 1910, upon the special solicitation of the Department of Education of the State of New York, and in compliance with the law of the State (Public Health Law, Chapter 45 of the consolidated laws, effective Feb. 17th, 1909), courses in practical optics for optometrists were offered for the first time in Columbia University under the supervision of the Administrative Board of Extension Teaching in connection with the Department of Physics. These courses, arranged at present in a curriculum of two years, include such subjects as mathematics, physics, theoretical optics, general anatomy and physiology, theoretical optometry, practical optometry, physiological optics and pathological conditions of the eye; and are intended to provide special training in optics for those who are or expect to be optometrists. The proper treatment of refraction-errors of the eye requires to-day on the part of the practitioner a knowledge of geometrical and physiological optics which cannot be obtained in the courses offered in the colleges or medical schools of the country.”

This statement is borne out by the fact that there are only four optometrical schools registered and therefore recognized by the Regents of the New York State University (in June, 1915)—the Northern Illinois College, of Chicago, for one year; the Massachusetts School of Optometry, Boston, for two years; Columbia University, New York, for two years; Rochester School of Optometry, Rochester, N.Y., for two years.

In Connecticut, to the above four is added the Philadelphia Optical College, and no doubt both these states have now included the Ohio State University.

In explanation of the starting of this sub-department, the University of Columbia refers to what is being done as follows:

“In England a significant effect of the increased interest in these subjects is to be seen in the recent establishment of an institute of optical engineering in London, where a student will be able to pursue extensive studies in optics, both theoretical and applied; including courses not only in such subjects as physiological optics and the making, testing and fitting of spectacle lenses, but especially in the principles, design and construction of optical instruments (telescopes, microscopes, photographic apparatus, spectroscopes, projection lanterns, surveying and measuring instruments, range-finders, etc.), and where optical researches will be encouraged and systematic investigations of the methods of manufacture of optical glass (which now has to be imported from the continent) can be prosecuted. Probably the time is not far distant when the demand for such an institution in this country will have to be met.”

Columbia University has consequently provided for experimental work in physics and theoretical optics, conducted in the regular college laboratory, while a special laboratory is supplied with the best modern optometrical instruments and with the mechanical appliances for making, grinding, surfacing, etc., and mounting lenses. Clinical instruction is also given.

In Ohio the course is even longer and more complete. It is thus described:

“The primary purpose of this curriculum is to properly and adequately pre-

pare its students to enter the field of optics as applied to the detection and correction of the errors of refraction, accommodation and associated functions of the eye. To this end the curriculum embodies the following essential and allied branches of instruction: (1) General science and mathematics, (2) the fundamentals of anatomy, histology, physiology and pathology of the human body, (3) special courses on the anatomy and the physiology of the eye, (4) instruction in the detection of pathological and diseased conditions of the eye, and (5) a thorough training in theoretical and practical optics and the application of optical principles to the correction of visual errors, with an adequate provision for clinical practice in both the refractive and pathological fields. Provision is also made for some elective courses, in order that the student may continue any line of instruction previously pursued or select courses which are germane to his work."

This course covers four years and includes, in addition to the subjects quoted from the New York law, human anatomy, histology, embryology, clinical practice, chemistry, qualitative analysis, mechanical drawing, English bacteriology, mathematics, pathology of the eye, physics, physiology and elementary and experimental psychology.

In the Third Report of the Massachusetts Board of Registration in Optometry, some facts and figures are given which are instructive.

I quote from the report:

"Under the provisions of the optometry law persons who had been in practice two or more years immediately preceding the passage of the Act are given, by statute, until June 1 of this year to qualify before the Board.

"It is interesting to note in this connection that of the 1,700 men who received affidavit blanks from the Board when the law went into effect, but 1,111 filed affidavits as provided by statute. It is evident, therefore, that 589 men who had previously examined eyes realized that the new law demanded standards which they were unable to meet. Of the remaining 1,111 the Board accepted the affidavits of 1,079, after careful investigation, and of this number 790 qualified. Seventy-nine new men have commenced the practice since June 1st, 1912, and at present there are 874 persons registered to practise optometry in Massachusetts, including the five original appointees to the Board, who received certificates of registration by virtue of their appointment.

"The Board is exceedingly gratified to note the great good the optometry law has accomplished in the three years of its existence. As the law contained no exemption clause, every person desiring to continue in the practice was called upon to take an examination before the Board. Wishing to be just to optometrists long in practice, a practical examination only was given, consisting principally of the examining of a patient in the presence of the Board, each applicant being examined separately and given all the time necessary to properly demonstrate his ability. While this method required the expenditure of much time, it appeared to be the fairest means to determine an applicant's competency to continue in the practice. Practically every person, however, prior to appearing before the Board, took special study and instruction.

"The Board has no appropriation from the state, depending solely upon fees derived from examinations. The fees from applicants have been ample to carry on work of the Board, but now that all the men previously in practice who desired to continue have been examined, the receipts have been materially lessened. The Board now wholly depends upon the fees of new men taking the examinations. This income will be inadequate to permit the Board to carry on its work in a thorough



and efficient manner. This same problem has confronted optometry boards in other states. In Arizona, California, Delaware, Florida, Idaho, Indiana, Kansas, Maine, Maryland, Michigan, Minnesota, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, Oklahoma, Oregon, Rhode Island, South Dakota and Utah practitioners must renew their licenses each year at a nominal fee of from \$1 to \$5. By this method the Board can keep in closer touch with every practitioner, and the law is made self-sustaining, no appropriation from the state being necessary."

In Minnesota the State Board of Optometry in its 1915 report refers to a practice which is somewhat unique in the character of the persons offending. It says:

"A matter which received attention prior to the taking up of the examination routine was the reported activity of auto-livery swindlers, impersonating well-known optometrists and physicians, or claiming to be associated with them in practice. It was agreed that such publicity as individual resident optometrists could give to these abuses through their local newspapers would be most effective for the time being, but that the vending of glasses as merchandize should be prohibited by law, at least such vending by itinerants, and only permitted at permanently located and established places of business, and that all house to house canvassing for the purpose of selling or fitting glasses should be made illegal."

The report adds:

"One need, made apparent by the introduction of special university courses in certain states, is higher preliminary and technical requirements; another is certain restrictions in the vending of glasses as merchandize, so that they will not be handled by unknown, irresponsible and unscrupulous persons."

The Optometrical Association of Ontario was incorporated by Letters Patent in December, 1909, for the purpose, *inter alia*, of raising the standard of optometrical education, and to advance the science of optics, to encourage its study, to collect fees for tuition, examinations and membership.

Its members consist of those who are engaged in optometrical work or interested in scientific optometry.

The Association, in October, 1916, numbered 140 members.

The chief objection made to granting what is asked by the optometrists is that they may do more harm than good in prescribing glasses for those whose defects of vision are due to diseased conditions.

It is thus put by Dr. Thorington, of Philadelphia:

"A very considerable proportion of defective eyes are the result of disease or abnormal conditions of the body. This being the case, a bill which licenses an optician to prescribe for conditions which can be recognized and treated only after years of study and training in medicine, may legalize the doing of an irreparable injury. . . . He can prescribe for the eyes of a man who is suffering from Bright's disease, or from rheumatic troubles, which diseases, and others also, directly affect the eyes, although he knows nothing about the particular disease or the general principles of anatomy, physiology and pathology."

It is stated even more strongly in the report of the Committee of State and National Legislation of the Massachusetts Medical Society in 1908.

That any law should give due weight to this objection is the opinion of Dr. Chas. Sheard, Professor of Physics in Ohio University, who, in 1910, said:

"The optometrist . . . should be acquainted with the symptoms of these various conditions (i.e., pathological and physiological), not for treatment, but as cases for the medical profession."



Another and lesser objection is that it is often impossible to accurately prescribe for glasses without the use of a mydriatic or cycloplegic, which is the use of drugs, and therefore the practice of medicine. This treatment, however, is not really indispensable, as the vast improvement of the mechanical means for eye testing has rendered these so-called aids unnecessary.

Some optometrists admit that optometry has advanced to a point where a simple knowledge of optics—the philosophy of light—is not enough to constitute an optometrist. He must also understand anatomy, physiology and pathology *so far as the eye is concerned*.

This does not, however, go the whole length of what is necessary to meet the main objection. It is not only of the eye alone, but anatomy, physiology and pathology in so far as the general conditions of the whole body react on the eye are concerned, and the knowledge should be sufficient to read the signs they disclose, reflected in the eye.

The present position both in the United States (see Dr. Lambert, the leading eye specialist in New York, p. 1,921), and in Ontario seems to be that there is not sufficient attention paid to optics in the universities in so far as they fail to provide a course sufficiently comprehensive to take in optics, both theoretical and practical, combined with a training in medicine sufficient to enable the student to guard against mistakes in treating the eye from a physical standpoint.

In Rush Medical College, for instance, the practical course in refraction (1915) is limited to 10 students, 3 terms, each including 2 hours per week for 6 weeks, although the Department of Ophthalmology has a professor, three assistant professors, 2 instructors, 3 associates and 2 assistants.

In the University of Toronto, in the Faculty of Medicine, the ophthalmological course is thus described (1916-17):

“Fourth Year.

“Ophthalmology.—A short course of didactic lectures will be given. Ample facilities will be afforded in the out-patient services for acquiring a knowledge of refraction and of the use of test-lenses; and also of the ophthalmoscope and other instruments employed in diagnosis, so that the student may become practically acquainted with methods in vogue and their application. The anatomy and relations of the eye and orbit will also be considered.

“Fifth Year.

“Instruction will be wholly clinical and practical, and will include ophthalmoscopy and its bearings; the bacteriology and pathology of the eye and adnexa; and operations.

“Otology.—There will be a short course of didactic lectures. Clinically, otology is grouped with diseases of the nose and throat.”

This course appears to take (1916-17) 5 weeks on the didactic side, 2 hours a week, i.e., 10 hours; and on the clinical side, combined with ear, nose and throat, 10 weeks, 6 hours a week—60 hours.

In the fifth year a lecture of  $1\frac{1}{2}$  hours on the nose and eye is given weekly for the first  $4\frac{1}{2}$  weeks, that is 7 hours.

In the Faculty of Applied Science optics appears in the second year for 1 hour per week in the lecture room, and  $1\frac{1}{2}$  in the laboratory in the fall term under the Departments of Civil, Mining and Mechanical Engineering, Architecture, Analytical and Applied Chemistry, Chemical and Electrical Engineering, in the subjects. In these departments there is taught the “Laws of Reflection and

Refraction, theory of optical instruments.” This course is summarized by Professor James MacCallum thus:

“Preparatory to studying refraction, the students in medicine are expected to study physics and the anatomy and physiology of the eye. They get from Professor J. C. MacLennan, the professor of Physics, sixteen lectures upon optics in regard to light, reflection, refraction, the optical properties of lenses for far sight, short sight and astigmatism—and the ophthalmometer. From Professor A. B. MacCallum, the professor of Physiology, they get a course of twenty lectures on the physiology of the eye, and its refractive defects, illustrated by experiments with the Kuhnes artificial eye, showing these defects and how lenses correct them. This is part of their third year course. In the fourth year, each student gets lectures and also a two months’ course of clinical work, which includes refraction and its determination by test types, the retinoscope and the ophthalmoscope. In the fifth year, each student has a course of two months. This course also is a clinical course. Professor James MacCallum assigns patients to individual fifth year students to make the vision tests and to do refraction by means of the retinoscope, after the mydriatic has been used. This is all part of the general medical course.”

In Queen’s University the course in ophthalmology and optometry is given during the fourth and fifth years, and includes lectures on two days in the week and every morning practical demonstrations of the work given to the class in groups. The work in the fourth year covers anatomy and physiology, and in the fifth year diseases, pathology and treatment.

A series of lectures with special reference to the use of the retinoscope and ophthalmoscope and practical work in refraction is given to the students in groups, and they assist in all operative work.

Of this the Dean of the Medical Faculty says: “The fundamentals in ophthalmology and optometry are taught, and some practice is afforded to each student. While this is the case, no young graduate can be regarded as fully trained for such special work without post-graduate study and experience.”

In the Western University what is submitted to me for 1917-18 is as follows:

“8. Eye, Ear, Nose and Throat.—A course of lectures and clinics dealing with the anatomy, physiology, methods of examination and the commoner diseases of the eye, ear, nose and throat. One lecture a week throughout the year given on Saturday morning at Victoria Hospital. One clinic a week given on Wednesday morning on public ward and out-door patients at Victoria Hospital. Seventy-five hours. Drs. Clarke and Thompson.”

With regard to courses such as these the joint report and actions in 1915 of the American Ophthalmological Society and the American Medical Association, Ophthalmic Section, and the Academy of Ophthalmology and Otology is instructive. They say:

“During the past year the American Ophthalmological Society, the Section on Ophthalmology of the American Medical Association, and the American Academy of Ophthalmology and Oto-Laryngology have considered and adopted the reports of their respective committees recommending that graduate courses in ophthalmology representing at least two years of work subsequent to taking the degree of Doctor of Medicine be established in medical schools of the first class; and that such work be recognized by conferring an appropriate degree upon those who have successfully completed it.

“It seems clear that there is unanimous agreement as to the need for systematized and standardized training of those who are to practise ophthalmology. At



least five of the medical departments of important American universities have now arranged for such courses, leading up to special degrees. But already it is clear that the number of graduate students who will take the complete course leading to such degree will, in the near future, be small. Even in universities capable of furnishing facilities adequate for the training of large numbers the great majority will not meet the requirements for the higher degree.

"It is desirable that the standard of attainment for which university degrees are given should be kept fully up to the present standard of our best universities. As matters now stand, therefore, a large majority of those entering upon the practice of ophthalmology will not be reached, or directly influenced, by these standards. It is extremely desirable that all who take up ophthalmic practice as a specialty should be induced to pursue systematic courses and show proficiency therein."

### SUPPORTING STATEMENT "H."

#### NURSES.

The first practical step towards the proper education and classification of nurses is that embodied in the Hospitals and Charitable Institutions Act, R.S.O. (1914), C. 300, S. 19, as amended in 1914. Sec. 18 now is as follows:

"Training Schools for Nurses may be conducted at Hospitals receiving aid under this Act, and when such regulations in relation thereto as may be prescribed by the Lieutenant-Governor in Council have been observed graduate nurses of such training schools may be entitled to registration in a register kept for that purpose under the direction of the Provincial Secretary, and a person so registered may be designated a Registered Nurse.

(2) "Unless registered no person shall be entitled to use the title 'Registered Nurse' either alone or in combination with any word or words or any name, title or description implying that she was registered under this Act, and any person contravening this subsection shall incur a penalty not exceeding \$25, the same to be recoverable under the Ontario Summary Convictions Act."

The Lieutenant-Governor in Council designates the hospitals which are to receive public aid. This section was originally passed in 1912.

In addition to this, in the Hospitals for the Insane, the Minister under whose department these hospitals come—at present the Provincial Secretary—may approve a syllabus for the training of nurses. The superintendent of the institution has power to direct this training in accordance with this syllabus.

The registration of nurses educated at the training schools carried on in connection with hospitals receiving public aid has heretofore not been carried out under the statute quoted, but instead thereof the nurses have formed voluntary associations for this purpose. They desire that these associations should be recognized by legislation, restricting the use of certain designations in addition to that of "registered," namely: "Graduate," "trained," or "certificated," to those that have received the training in these schools.

At present the system is to require nurses who desire to be regarded as having proper qualifications to join these associations. The result of this is that no nurse is eligible unless she can show that she has not only been trained in a school carried on by a hospital, but that that education has been in a hospital containing a certain number of beds, and with a designated curriculum and length of course.



The effect of this, while reasonable from the viewpoint of the individual association, is to discriminate against those who are not so eligible. And with this result: that the association, through the establishment of a registry where nurses can be obtained, and which only admits those belonging to the association, obtains the practical control of the situation, because applicants for nurses, not having knowledge where other nurses can be obtained, naturally turn to the known registry.

Many protests have been received against this system, which it is said discriminates against nurses who are as well qualified as the members of these associations, but who, not being able to comply with their regulations, are in effect debarred from obtaining employment.

While the establishment of these associations is natural and based on a not unreasonable view, it is said that a registration by some public authority would remove any difficulty, and this is not objected to by those concerned. Indeed, those who appeared before me stated very distinctly that what they were doing was with a view to raising the standard of nursing education, but that they believed the only effective way was by proper professional or governmental control.

But mere registrations by a public authority will not do away with the objection which is an essentially practical one, unless those charged with the duty of registering are willing to afford facilities enabling the public to obtain the services of registered nurses under some regular systematic plan whereby all will have an equal chance of employment.

This would require the creation of some central department where registered nurses may be classified, and assigned to separate and congenial duties, such as hospital, private, sanatoria, public health, and visiting nursing, and also some sub-departments in the leading cities and towns to supply local needs. Until this can be accomplished, it is impossible to prevent—if prevention were advisable—such associations as exist at present. The utmost that could be urged would be that no one private association should be entitled to the exclusive use of any of the titles or descriptions indicating graduation from existing recognized institutions. And to carry this out would require existing charters, such as that of the Graduate Nurses' Association of Ontario, to be modified in that direction.

The persistent demand for competent nurses of the various classes I have mentioned seems to lead to the formation of these associations and registries to supply a want which ought to be provided by some such public registry as I have indicated, carried on with an adequate staff.

The Assistant Provincial Secretary, I am glad to say, assents to this view, and suggests that the Provincial Board of Health is the proper authority to register upon examination by the local medical health officers. This would entirely meet my views, especially if the Local Health Office kept a list of local nurses, and made provision so that nurses on that list could be got day and night.

It is of the greatest importance that nurses should be properly trained, and if the associations I have mentioned have established standards, good in themselves and in their essential features necessary to be insisted upon, it would be a backward step to deprive them of their rights without substituting for these self-imposed qualifications the educational standards fixed upon by the public authority. They are perhaps rather exclusive in their regulations, but this is not wholly an evil, having regard to the fact that there are now some 2,200 nurses resident in Ontario who have graduated from 61 Ontario hospitals, some very small. There are annually about 400 who go through the hospital schools.

Another matter that has been somewhat overlooked in the discussion before me as to the rights of nurses in what are called private hospitals is that the experience there is necessarily limited, both by the lack of variety of diseases, some of which are never seen outside a public poor ward, and also by the dislike of paying patients to be a subject for instruction for her attendants or others.

In the State of New York the system of registering, as well as accrediting, training schools has been adopted as is done with medical colleges. The registered schools must be connected with a hospital or sanitarium having not less than 50 beds and a daily average of 30 patients, and the hospital or sanitarium must provide experience in the medical, surgical, obstetrical and pediatric departments, and the schools must give both practical and theoretical instruction as well in nursing sick children, diet, cooking, food values, bacteriology and contagious diseases.

The Public Health laws of the state require each registered nurse to file every three years with the County Clerk the certificate of registration, and an affidavit of identity and the place of residence.

The Board of Examiners includes two members nominated by the New York State Nurses' Association.

The proposed amending law of 1916—which has not yet been adopted—provided for an Advisory Council consisting of nominees from the State Medical Board, the State Board of Health, the New York City Department of Health, the hospitals, the training schools for nurses, the State Nurses' Association, and the League of Nursing Education to advise the Board of Regents of the New York State University as to the courses to be pursued, the standards to be maintained in training schools, and the rules for the examination of nurses.

In addition to New York, there are forty-two states which have state registration for nurses. It also obtains in Manitoba, New Zealand, Queensland, Australia and South Africa. These laws include not merely recording and issuing certificates, but provide for education and examination.

I should like to direct attention to the views of Miss Nutting, Professor of Nursing and Health and Director of the Women's College attached to Columbia University, New York. She discusses many phases in hospital training, and points out how in many cases the school is virtually a hospital department. She says:

"It is pretty clear that a sound educational scheme will find it difficult to survive such a relationship, since the purposes of the hospital and training school are not only not identical, but are at points in actual conflict. The superintendent of a training school for nurses holds an almost impossible situation. She has to carry on the nursing work of the hospital, difficult, delicate, complex and responsible work, almost entirely through a body of students, and these students are increasingly unwilling to be so largely utilized for the benefit of hospitals, and are protesting against the conditions under which they live and work, and against the kind of instruction which is offered them. Meanwhile, the public is asking that nurses shall be better taught. Training schools need to study their problem to-day very carefully. They should not go blindly along trying to do as they did twenty-five or thirty years ago, when there were few hospitals and almost no opportunities for work open to women except nursing and teaching, and consequently there were many women of a very high type willing to enter hospitals, work the unconscionable hours which were—and still are—required for the sake of picking up some useful knowledge and experience. The training schools for nurses have to compete to-day with many other professional schools for women, and they must find a way of conforming to modern ideas and needs.



"The weakness in the situation is the fact that hospitals, generally speaking, continue to look to the students in their training schools for the performance of all nursing work, including, frequently, much which is purely domestic. It is not unlike the old apprenticeship system, and shows the same evils—long hours of work, insufficient number of workers, heavy and unsuitable tasks, poor living conditions, meagre and inadequate instruction, and, finally, the direct exploitation of students for commercial advantage by supplying private patients with their services.

"These are generally characteristics of many training schools, and are so well recognized that they react unfavourably upon nursing as a calling, lower its status as a profession in the public mind, and serve to keep out of training schools large numbers of the women who could bring excellent qualifications for this important work, and are urgently needed in it.

"There are, of course, a good many of the old schools of high standing in which living conditions are excellent and nurses are carefully trained. But some of the conditions I have described will be found in most of those schools. Efforts to improve the character of the teaching are going on steadily in our training schools, notably in those which have recently been established under the direction of universities."

A distinction she makes should never be lost sight of:

"The hospital establishes a training school not primarily for the purpose of training nurses but for its own convenience, as a measure of economy, to get its work done easily, conveniently and inexpensively. The other—the university—starts out with the idea that the primary purpose of a school is to educate, and its work is planned and conducted solely with that end in view. It thinks of the needs of the student-nurse, and her preparation for her future work, rather than of the current needs of the hospital for labour. The university knows how teaching should be carried on, that is its business. It has resources, teachers, laboratories, libraries and other equipment to place at the disposal of the student-nurse. The hospital has no means with which to supply these in any adequate manner. Its chief concern is to get its work done, and it looks with impatience upon any scheme of instruction which makes serious demands upon the student's time."

She adds from her experience the following difficulties of the superintendent of nurses:

"I really think hers is the most perplexing problem, because the direct necessity of caring properly for a body of sick people is in her hands. She is naturally anxious to give them the very best care, but to accomplish this she has to rely always, and almost entirely, on students who have other duties which must be performed. A body of students, no matter how willing or capable, is not equal to the task of taking full care of a large body of sick people, and I see no way but for every hospital to pay for a reasonable proportion of its work, just as other institutions do. It is really almost unthinkable, for instance, that hospitals should be requiring students to work twelve hours out of the twenty-four, or to spend six months out of a three-year course on night duty, to save expense.

"The system of night work for students was established forty or fifty years ago, when only mature and experienced women were admitted to training schools. For many years no one under twenty-five years of age could get in, but now we are admitting young girls of eighteen or nineteen years, and permitting them to work at night for twelve hours. The whole system needs a searching investigation.

"The superintendent of nurses is generally the saving factor in the situation,



and should be supported and encouraged by the public in her efforts to deal justly by the students under her charge.

"The crux of the situation lies in the economic value of the student to the hospital. The direct problem before us is how to place training schools upon a sound financial basis. Then, and then only, can there be real freedom to develop the training of nurses on its merits as an educational question in which the hospital plays a part, a large one, but which it never controls. The opposition to improvements in the education of nurses comes largely from those who are interested in retaining their services as students, and who fear any step forward which may result in diminishing the source of supply."

This is a very valuable survey of the field, and from an inside standpoint.

In regard to the supply and training of nurses other than those who are able to attend the regular hospital course, I might mention some very important considerations that are being entirely lost sight of in Ontario, and which are emphasized in the report of a special committee appointed by the American Hospital Association and presented at the Convention in September, 1916. As the Committee included the lamented Dr. R. Bruce Smith, its views have peculiar interest.

I quote some passages:

"It is clearly apparent to all who have studied the subject with the varied needs of the sick in view that too large a proportion of one certain type or class of nurses is being produced, and that large portions of the nursing field are being neglected in the present system of training nurses.

"That provision for community care of patients suffering from acute contagious diseases is sadly lacking, and that as a measure of public health and safety very definite efforts should be made to increase hospital accommodation for such patients, and also to train nurses in larger numbers who are willing to assume responsibility for the proper care of patients suffering from this class of diseases in the home.

"That information gleaned from a great variety of sources goes to show what is undoubtedly true, that numerous as are the admissions to hospitals, the sick thus admitted represent but a small fraction of the sick which have to be cared for. Apart from the surgical patients, the vast majority of the sick, especially obstetrical and medical patients, and chronic invalids are cared for in the home. Statistics presented recently before the Academy of Medicine, New York, stated that ninety per cent. of those who are now doing nursing in America have had no hospital training.

"That the large number of newer openings for graduate nurses in social service, welfare work, public health work, and various other lines of philanthropy, combined with the increased demands for institutional nurses, have reduced considerably the number of nurses who would otherwise be available for nursing in homes.

"That there is a large part of the population in all states and provinces which is unable financially to meet the expense of a graduate nurse at regular rates, even if sufficient graduate nurses were available to meet the demand.

"That the testimony of a large body of physicians, social workers and interested workers for human betterment goes to show that the needs in sickness in middle-class homes are not always best met by a highly skilled graduate nurse, but that a less expensive worker who can combine ordinary care of the sick with the care of the home is often more desirable, both from the standpoint of economy and efficiency.

“That two important difficulties exist with this class of workers which call for serious attention. First, they are (often through no fault of their own) pressed into service as nurses on critical cases where a high degree of skill is needed. Second, the tendency in some places, and with some untrained and unsupervised workers, has been to unduly increase the price of such service to the public. Experience has shown that both of these difficulties can be met by proper organization and management.

“That there is a large gap in most communities not now filled by hospital service, visiting nursing or by private nursing as at present organized and conducted.

“That the needs of all classes of people and the nursing required in all classes of diseases should be considered as a whole in the development of any satisfactory system of nursing education, in every state and province.”

The committee, in its more detailed consideration of the subject, state their views as follows:

“After prolonged consideration, the committee reached the conclusion that for the present it is desirable to endeavour to develop the efficiency of this class of nurses in the homes, with class and bedside teaching, under the supervision, instruction and general direction of a fully qualified graduate nurse, backed by a responsible local organization; also that constant efforts should be made to build up in every community a reliable corps of practical household nurses for service in homes at moderate prices, keeping such workers under instruction in this kind of service, year after year, as long as satisfactory. They should not be led to believe that they can graduate, nor that they can finish any prescribed course in nursing. They should not be given nursing certificates of any kind.

“This class of workers should be developed for the two-fold purpose of the care of the sick in the home and the care of the home during sickness—always with the assistance of, and under the general direction of, a graduate nurse, and, in the last resort, of a responsible organization committed to the object of serving the home nursing needs of the community in sickness.

“A careful investigation of methods and plans for meeting the practical and many-sided problems involved in this work has led the committee to call the attention of the American Hospital Association to the plans for organization and for the home care of the sick which are outlined by the Bureau for Organizing Home Care for the Sick, which exists to assist in the promotion of local organizations for neighbourhood co-operation in the general care of sickness in the home. A considerable part of the work of this bureau has consisted, and will continue to consist of investigation and research such as is now going on in several places. A fundamental feature of its work is to start with the home, studying its needs on the case system, and organizing its work and shaping its plans in accordance with the findings.

“The plans on which such work may be conducted have been given practical test, first in Brattleboro, Vermont, and have been adopted wholly or in part by organizations doing similar work in Detroit, Buffalo, Boston and elsewhere in New England. The methods that have been evolved by an experiment extending over several years seem to be equally applicable to large and small communities.

“The object of a local association of this character may be briefly stated to be ‘to do what is possible to supply those needs in sickness that are not now properly covered by hospital service, by visiting nurses, or by unorganized private nursing.’ It aims ‘to become a medium of exchange between those who need help and those who can give help in sickness or emergency, and to meet the practical needs of the community.’



"The plans include the establishment of a community or home nursing office which will serve as a centre for a given territory and a clearing-house for several grades and kinds of workers, who are provided to meet a need in time of sickness in middle-class homes. Such an organization does not attempt to dispense charity, but does attempt to furnish at cost such service as is needed. It aims to furnish, where necessary, a graduate nurse for service through the acute stage of a disease, to replace her by a less skilled worker when highly skilled care is no longer needed, so that the valuable services of a fully trained nurse may be more generally utilized where highly skilled nursing is needed, but is not wasted where others less skilled will fully meet the needs.

"The office is managed on a business basis, and is in charge of a graduate nurse, who provides for the supervision of such household nurses and other helpers as are needed in sickness. The office has on its lists names and addresses of persons who are free to go to a home and serve by the week, those who can serve for a day or part of a day, those who do cooking or washing, or are able to care for children, and various other classes of helpers who are able to fill gaps in homes in which sickness has entered. It does not find the money to pay these workers, but endeavours to furnish them at rates which the family or friends can meet."

In connection with what is contained in their report, I might mention that in the city of Detroit, Michigan, I found an institution in full swing managed by a graduate nurse, a Canadian by birth, called the Detroit Home Nursing Association, where instruction in how to help the sick poor is systematically given to women willing to go out and do this greatly needed work. It has its counterpart in only one or two places in the United States.

Miss Carson, its superintendent, was good enough to give me a very full statement of the inception of the work, its *modus operandi* and its success, and I commend her remarks to the attention of all those interested in medical welfare work.

The women who are trained are those who need to make something to aid the household income, or who are thrown on their own resources after having passed the age limit for professional training as nurses.

The method of training is very practical. The instruction includes bed-making for the sick, the use of antiseptic solutions and their mixture, how to read and understand a thermometer, and numerous other small services, as well as training as to diet, maternity cases and fever cases.

Miss Carson, who is herself a graduate nurse, instructs the applicants, fixes their wages in each case, and superintends what they do. They work with a physician, under supervision, and fill a great want among a class not needing nor able to pay for a graduate nurse.

This phase of public health nursing is one which, owing partly to the start made by the Metropolitan Life Insurance Company of New York, by the extension of medical benefits to workmen under compensation acts (in Ontario this was done last year), and by the example given in the British National Health Insurance Act, is sure to spread far beyond the regular graduate nurse.

In Great Britain nursing care is one of the benefits which may be contributed to, but this is optional only. The Metropolitan Life Insurance Company, as outlined in the statement given before me by the secretary of the Welfare Department, which will be found at p. 1,983 in the proceedings before the Commission, expended \$553,900 in 1915 in looking after the health of its policy holders through this medium.



I would also direct attention to the papers which accompany this report, written by J. F. Hanly, M.D., of Almonte, Ontario, and by M. Powers, M.O.H., of Rockland, Ontario, on the feasibility of arranging for the services of nurses in rural communities.

In Ontario home nursing for the Metropolitan Life Insurance Co. has been done through the Victorian Order of Nurses. While all this has been accomplished by graduate nurses, it will not be possible to extend it widely without heavily overtaxing the powers of the regular hospital training schools.

The need, therefore, for a speedy and efficient handling of this problem, both of securing and properly training for welfare work the nurses needed by those who cannot afford to pay the larger fees received by graduate nurses, is apparent.

It cannot be solved by me theoretically, but must be done by someone who will take the trouble to acquaint himself with local conditions, who will be prepared to recognize the valuable work at present being done, and try and assist it into such channels as will double its efficiency without impairing its spirit.

Owing to the astonishing spread of the spirit of what is called "welfare work," manufacturers, life insurance companies, compensation boards and municipalities will all find themselves in need of nurses who, if trained to meet the common needs of sickness or maternity in the homes of workmen, will be of great value to the community.

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## LIST OF THOSE WHO APPEARED BEFORE THE COMMISSION.

*Academy of Medicine—*

Dr. W. H. B. Aikins, President, Academy of Medicine.  
Dr. Arthur Jukes Johnson.  
Dr. D. J. Gibb Wishart, Professor of Oto-laryngology.  
Dr. Goldwin Howland.  
Dr. Herbert A. Bruce.  
Dr. J. H. Elliott.  
Dr. Clarence L. Starr.  
Dr. Albert A. Macdonald.  
Dr. J. G. Fitzgerald.  
Dr. Gordon G. Copeland.  
Dr. W. A. Young.  
Dr. W. Arrell, Hamilton.  
Dr. H. B. Anderson.

*Medical Council of Canada—*

Dr. R. W. Powell, Registrar.

*College of Physicians and Surgeons—*

Mr. H. S. Osler, K.C.  
Dr. H. Wilberforce Aikins, Registrar.  
Dr. H. S. Griffin, Hamilton.  
Dr. Edmund E. King, President.  
Dr. J. S. Hart.

*Disciplinary Powers—*

F. M. Field, K.C.  
Dr. A. Crichton.  
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*Midwives—*

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Mr. R. E. Mills.  
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*Ontario Medical Association—*

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Dr. Angus McKinnon.  
Dr. H. B. Anderson.  
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Dr. A. Dalton Smith, Mitchell.  
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*University of Toronto—*

Sir Robert Falconer, K.C.M.G., President.  
Dr. C. K. Clarke, Supt. Toronto General Hospital.  
Mr. Z. A. Lash, K.C.

*Evidence re Conduct of Examinations—*

Dr. Alex. McPhedran.  
Dr. Wm. Goldie.  
Dr. Clarence L. Starr.  
Dr. F. N. G. Starr.  
Dr. D. J. Gibb Wishart.  
Dr. Chas. E. Jarvis.



*Queen's University, Kingston—*

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Dr. Edward Ryan, "  
Prof. W. T. Connell, M.D., "  
Prof. A. P. Knight, M.D., "  
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*Western University, London—*

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Dr. Paul S. McKibbin, Asst. Dean of Faculty.  
Dr. H. W. Hill.  
Dr. Robert Ferguson.  
Dr. F. R. Miller.  
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*McGill University, Montreal—*

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*Laval University, Montreal—*

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Prof. J. J. Guerin, M.D.  
Prof. A. A. Foucher, M.D.

*Provincial Board of Health—*

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*Dentists—*

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Dr. Wallace Seccombe.  
Dr. A. D. A. Mason.  
Dr. F. J. Conboy.  
Dr. W. Cecil Trotter.  
Dr. R. D. Thornton, Ontario Dental Society.

*Physical Therapy—*

Prof. J. C. McLennan, C.M.G., Prof. of Physics, Toronto University.  
Dr. A. C. McKay, Principal, Toronto Technical School.  
Capt. Tait McKenzie, R.A.M.C., Prof. of Physics, University of Pennsylvania.  
Dr. Adolf Meyer, Psychiatrist in Chief, Johns Hopkins University, Baltimore, M.D.  
Dr. Richards, in charge of the Hydro and Electro-therapeutic Department, Toronto General Hospital.  
Dr. Geo. W. Ross, Acting Prof. of Therapeutics, Toronto University.  
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Lieut-Col. I. H. Cameron.  
Dr. C. R. Dickson.  
Miss Ella Lambert.  
Surgeon-General G. C. Jones.  
Dr. Norman Brown, Director, Dept. of Physical Therapeutics, Royal Victoria Hospital, Montreal.

Dr. A. H. Desloges, Director, Electro and Hydro-therapeutic Department, Hotel Dieu, Montreal.  
 Colonel E. Stanley Ryerson, Associate Professor of Surgery, Toronto University.  
 Capt. F. L. Thompson, Military Orthopaedic Hospital, Toronto.  
 Mr. Edward Bott, Dept. of Psychology, Toronto University.  
 Dr. Wm. Goldie, Associate Professor of Medicine, Toronto University.  
 Mr. Benjamin Fenner, Technician, X-ray Dept., Toronto General Hospital.  
 Capt. Edward Ryan, Medical Officer, D. Unit, Toronto Military District.  
 Miss Ada McLaughlin, Masseuse, Military Orthopaedic Hospital, Toronto.  
 Dr. Chas. J. Copp, Asst. Commissioner, St. John Ambulance Brigade, Overseas.  
 Mr. Samuel Price, Chairman, Workmen's Compensation Board.

*Nurses and The Registration of Public and Private Hospital Nurses.*

Sir Wm. Mulock, K.C.M.G.  
 Sir Edmund Osler.  
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 Miss Bella Crosby, Past President Graduate Nurses' Association of Ontario.  
 Miss Jean I. Gunn, Supt. Nurses' Training School, Toronto General Hospital.  
 Dr. Helen MacMurchy, Provincial Secretary's Dept.  
 Lieut.-Col. Herbert A. Bruce, M.D.  
 Miss Elisabeth G. Flaws, Supt. of Nurses' Training School, Wellesley Hospital.  
 Miss E. MacP. Dickson, Secy., Graduate Nurses' Assn. of Ontario.  
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 S. A. Armstrong, Asst. Provincial Secretary.  
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 Dr. J. A. Herthey, Owen Sound General Hospital.  
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 Miss E. Ross Greene, Supt. of Nurses, Hospital for Incurables, Toronto.  
 Dr. H. B. Anderson.  
 Miss Helena Stewart, Public Health Division of Ohio State Board of Health.  
 Dr. Haven Emerson, Commissioner, Dept. of Health, New York City.  
 Mr. John Ross Robertson.  
 Miss Florence J. Potts, Supt. of Nurses, Sick Children's Hospital, Toronto.  
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 Mrs. Clutterbuck.  
 Dr. Helen MacMurchy.  
 Miss Agnes D. Carson, Supt. Detroit Home Nursing Association, Detroit, Mich.  
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 Dr. Herman Biggs, Commissioner, New York State Dept. of Health.  
 Dr. M. Nicholl, Director of Public Health, Education, New York State.  
 Miss Agnes Nutting, Prof. of Nursing and Health, Teachers' College, Columbia University, New York.  
 Miss Annie E. Gooderich, Asst. Prof. of Nursing and Health, Teachers' College, Columbia University, New York.  
 Miss Ella R. Crandall, Executive Secy. of the National Organization for Public Health Nursing, New York.

*Optometry—*

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 W. G. Maybee, President, Ontario Optometrical Assn.  
 G. Saporito, Vice-President Ontario Optometrical Assn.  
 E. M. Trowern, Secy. Ontario Retail Merchants' Assn. and of Optometrical Assn. of Ontario.  
 James A. Brodie, Toronto.  
 Dr. B. H. Whitney, Secy. Board of Regents in Optometry, State of Massachusetts, U.S.A.  
 Albert Myer, Secy. American Optical Assn.  
 C. A. Jarvis, Secy. Ontario Optometrical Assn.  
 Dr. Walter E. Lambert, New York City.



Dr. R. A. Reeve.  
 Dr. W. Arrell.  
 Dr. N. D. Buchanan.  
 Dr. H. B. Anderson.  
 W. E. Fannon, Director, Ontario Optometrical Assn.  
 W. J. Harvey.  
 J. C. McLean.  
 J. L. Rawbon.  
 Dr. Chas. Sheard, Prof. of Physics, Ohio State University.

*Osteopathy—*

Glyn Osler, Esq.  
 R. H. C. Cassels, Esq.  
 J. C. McConachie.  
 E. D. Heist, Ontario Association of Osteopathy.  
 G. A. Williams, President, Toronto Osteopathic Association.  
 R. B. Henderson, President, Ontario Association of Osteopathic Physicians.  
 W. E. Elfrink, Secretary, Illinois State Osteopathic Association.  
 E. R. Proctor, President, Chicago College of Osteopathy.  
 James B. Littlejohn, Surgeon in Chief, Littlejohn Osteopathic Hospital, Chicago.  
 David A. Mills, Asst. Dean, Chicago College of Osteopathy.  
 S. H. Calderwood, President, Medical Board of Massachusetts.  
 W. Banks Meacham, President American Osteopathic Association.  
 H. L. Chiles, Secretary, American Osteopathic Association.  
 A. G. Hildreth, President, Still-Hildreth Sanitarium, Macon, Mo.  
 O. J. Snyder, President Board of Osteopathic Examiners for State of Pennsylvania.  
 A. M. Flack, Dean, Philadelphia College of Osteopathy.  
 J. Ivan Dufur, Director, Philadelphia College of Osteopathy.  
 M. F. Hulett, Osteopathic Examining Board, Ohio, U.S.A.  
 S. P. Ross, Ex-President, Pennsylvania State Osteopathic Association.  
 C. T. Muttart, Prof. of Osteopathic Therapeutics, Philadelphia College of Osteopathy.  
 Frank B. Kann, Member Board of Osteopathic Examiners, State of Pennsylvania.  
 Miss Grace M. Haskell, Registrar, Chicago College of Osteopathy.  
 Wm. R. Parke, Ontario Institute of Osteopathy.  
 B. B. Dutton.

*Criticisms of Flexner Report (Evidence)—*

C. H. Amsden.  
 Jas. E. Horning.  
 G. Garnett Elliott.  
 Norman Neilson.  
 Geo. DeJardine.

*Welfare Work (United States)—*

Alexander Fleisher, Supervisor, Welfare Dept., Metropolitan Life Insurance Co., New York.

*Status of "Irregular" Cults in United States in Relation to Medicine—*

Dr. Augustus S. Downing, Asst. Commissioner for Higher Education, New York State.  
 Dr. Royal S. Copeland, Dean, New York Homeopathic Medical College.  
 Dr. Norman D. Mattison.  
 Dr. J. Maurice Lewi, formerly Secretary New York State Board Medical Examiners.  
 Dr. S. W. Lambert, Dean, Medical Faculty, Columbia University, New York.  
 Mr. Abraham Flexner, Asst. Secretary General Education Board, Carnegie Foundation.  
 Dr. N. P. Colwell, Secretary of Council on Medical Education, American Medical Association.  
 Dr. St. Clair Drake, Secretary State Board of Health, Illinois, U.S.A.  
 Mr. Thos. Hogan, Attorney for Illinois State Board of Health.  
 Dr. Alex. Craig, Secretary, American Medical Association.  
 Dr. Arthur D. Bevan, Chairman, Council on Medical Education, American Medical Association.  
 Dr. Lewellys F. Barker, formerly Professor of Medicine in Johns Hopkins University, and immediate successor there of Sir William Osler.  
 Dr. Geo. H. Matson, Secretary, Ohio State Medical Board.  
 Dr. J. A. Baldy, President Bureau of Medical Education and Licensure for State of Pennsylvania.  
 Dr. John Ferguson, Toronto.

- Dr. Henry S. Pritchett, President of the Carnegie Foundation for the Advancement of Teaching.  
Dr. Herman Biggs, Commissioner, New York State Department of Health.  
Dr. M. Nicholl, Director of Public Health Education, State Department of Health, New York.

*Homeopathy—*

- Dr. C. T. Campbell, London, Ont.  
Dr. Wickens, Hamilton.  
Dr. Chas. E. Jarvis, London.

*Christian Science—*

- Mr. A. W. Holmsted.  
I. F. Hellmuth, K.C.  
W. S. Mattox, Boston, Mass.  
Judge Clifford P. Smith, Boston, Mass.

*Drugless Physicians—*

- R. C. Barklie, London, Ont.  
H. V. Caton, "  
A. Macfie, "

*Manotherapy—*

- A. T. Colville.  
Miss M. C. Valens.  
Miss E. W. Maxwell.  
Miss Hattie E. Derby.  
Adam S. Beuglas.

*Chiropractic—*

- Ernst DuVal, President Canadian Chiropractic College, Hamilton.  
Emerson L. Burrill, Treasurer Canadian Chiropractic College, Hamilton, *pro tem.*  
S. H. Bradford, K.C.  
A. H. Backus, Aylmer, Ont.  
B. J. Palmer, Principal, Palmer School of Chiropractic, Davenport, Iowa.  
E. J. Chattoe.  
Geo. W. Doxsee, President, Canadian Chiropractors' Association.  
David Galbraith, Ontario Chiropractors' Association.  
W. J. Ellison, Canadian Chiropractors' Association.  
D'Arcy McLean, President, Dominion Chiropractors' Association.

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LIST OF PLACES VISITED.

Hamilton, Ont. (twice).  
London, Ont.  
Kingston, Ont.  
Ottawa, Ont.  
Montreal, P.Q. (twice).  
Albany, N. Y., U.S.A.  
Boston, Mass. (twice).  
Hartford, Conn.  
New York City (three times).  
Chicago, Ill.  
Philadelphia, Penn. (twice).  
Baltimore, Md.  
Columbus, O.  
Detroit, Mich.

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## LIST OF INSTITUTIONS VISITED.

University of Toronto (Buildings in connection with Medical Education).  
 Toronto General Hospital, twice (and Electro and X-ray Equipment).  
 Dr. DuVal's College of Chiropractic, Hamilton, Ont.  
 Dr. Colville's College of Manotherapy, Hamilton, Ont.  
 Queen's University, Medical Buildings, Kingston, Ont.  
 Western University, London, Ont.  
 McGill University, Buildings of Medical Faculty, Montreal, P.Q.  
 Royal Victoria Hospital, Montreal, P.Q. (twice).  
 Hotel Dieu, Electric Equipment, Montreal.  
 Laval University, Buildings of Medical Faculty, Montreal.  
 Chicago College of Osteopathy, Chicago, Ill.  
 American Medical Association Offices, Chicago, Ill.  
 University of Pennsylvania, Philadelphia, Pa. (Electro and Hydrotherapy Dept.).  
 The Johns Hopkins Hospital, Baltimore, Md. (Electro and Hydrotherapy Dept.).  
 Toronto Technical School.  
 Hart House, Toronto.  
 Massachusetts General Hospital (Zander Room).  
 Military Orthopædic Hospital, Davisville Avenue, Toronto.

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*Physical Therapy—*

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*Osteopathy—*

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INTERIM REPORT  
ON  
VENEREAL DISEASES

AND COPY OF AN ACT FOR THE  
Prevention of Venereal Disease

By the  
HONOURABLE FRANK EGERTON HODGINS  
Justice of Appeal, Commissioner

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## INTERIM REPORT ON VENEREAL DISEASES AND COPY OF AN ACT FOR THE PREVENTION OF VENEREAL DISEASE.

By the Honourable FRANK EGERTON HODGINS, Justice of Appeal, Commissioner.

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TO HIS HONOUR SIR JOHN STRATHEARN HENDRIE, K.C.M.G.,  
*Lieutenant-Governor of the Province of Ontario.*

MAY IT PLEASE YOUR HONOUR:

I have the honour to report that by Your Honour's Commission bearing date the 8th day of November, 1917, I was directed to make certain enquiries relative to the care of the feeble-minded and the prevalence of venereal disease. In my commission permission was accorded to make from time to time partial reports on the subjects arising during the investigation.

I have now the honour to report that having prosecuted to a certain extent the enquiries which I was appointed to make, it has appeared to me desirable to suggest by way of an interim report that there are some aspects of the second subject matter which ought to be brought speedily to the notice of Your Honour's Government so that, if deemed desirable, action may be taken at this Session of the Legislature of this Province.

In order to understand the problem of controlling venereal disease it must be remembered that owing to its very nature it has heretofore been regarded as something to be mentioned with bated breath, disgraceful to the individual, and nauseating to the public. Hence it has been allowed to spread practically unchecked and the medical profession have been obliged to ignore rather than to study it, so that to-day it is fully understood in its entirety by comparatively few of the ordinary practitioners. Recently, however, and before the war, its baneful social effects had become so marked as to compel public attention, and efforts had been made to acquire some statistics illustrating its extent and indicating its chief sources. Since the war there have been in all the countries affected, a vast body of men under military medical control, and this has afforded a means of further systematizing the tabulation of cause and cure. But this very fact has directed attention to the undeniable conclusion that in the civilian population is to be found the real centre of contamination, and that if it is to be controlled an effort must be directed primarily to seek out, isolate, and treat those propagating the disease or suffering from its effects, not only in the larger cities and towns, but in the smaller rural communities.

The inherent conditions surrounding the spread of the diseases of syphilis and gonorrhoea to which I have alluded, render this task somewhat difficult, and indicate that while some rather drastic interference with individuals may have to be resorted to, yet, if progress is to be made, public clinics as well as sufficient private treatment must be put on a free, and, in some cases, a compulsory footing, and proper remedies generously supplied, in order to overcome the reluctance of the persons afflicted to disclose their condition and to induce them to initiate for themselves or submit to proper and systematic treatment.



Some steps in this direction may be seen in various countries, but the methods thus adopted in widely separated communities and under dissimilar conditions have been in operation for so short a period as to afford little instruction. Differences in the point of view have provoked objection and it cannot be definitely stated that at the present time an entirely satisfactory system has been anywhere discovered which accomplishes the desired result. Some advances are yet open to criticism and their ultimate adoption will depend largely upon how far their methods have given satisfactory results. But there are conclusions which have been reached that seem to point to action upon certain lines. Indeed it may be said that while all agree upon causes and treatment, the success or failure of any progressive legislation must largely depend upon the attitude and seriousness of the medical profession and the generosity of state and municipal aid. The providing of such facilities for treatment and advice as will enable those concerned to accept and use the remedies without being subjected to unnecessary publicity, or being regarded as objects of pity or scorn, is essential. The disease may be and often is acquired thoughtlessly and unknowingly, and every opportunity should be afforded to enable those infected to be cured without feeling disgraced. When from their course of life or by habitual, though clandestine, immorality, persons are found to be propagating disease, they should be dealt with in a resolute spirit and prevented from continuing to be a menace to society. But speaking generally the evil is so great and so widespread that nothing will be gained, but rather the reverse, by attempting all at once a too drastic course of action. The underlying idea, leaving out of consideration those who are definitely indifferent to the consequences to themselves or others, should be to create in the public mind as well as in that of the sufferers, the consciousness that venereal disease is so far reaching and so terribly serious, not only to the individual but in its social results, that the measures to be taken in regard to it, as with any other scourge, must be intelligent, thorough, systematic and continuous, and that all must co-operate loyally to secure its effective diminution if not its complete elimination.

In connection with the foregoing, there are matters upon which there seems to be general agreement, and they may be summarized thus: Two distinct classes are found which must be first dealt with, one the regular prostitute class, in which may well be included the male frequenters of brothels, which class is the most prolific source of the disease; the other the class of clandestine or occasional prostitutes and the men who are their companions in vice. There is a third but very different class composed of those who inherit syphilitic tendencies or who acquire the disease accidentally.

In addition there is the fact that while venereal disease is far reaching in effects which can seldom be completely eradicated, yet it can be treated and cured if attacked at an early stage, and in any event contagion can be eliminated. But it is also true that many regular professional prostitutes and those who have put off treatment too long, cannot be completely cured and their detention and isolation until non-infectious may be a more or less tedious affair. The length of time will largely depend on the exact end to be attained.

It is therefore evident that to eliminate the professional prostitutes and other chronic sufferers as a source of infection, provision will probably have to be made which will enable them to be isolated for a somewhat long period at the public expense, if thought desirable from medical or other reasons. And some attempt will naturally be made to prevent them from reverting to the underworld. With

regard to the clandestine or occasional offenders in this respect, male or female, a more difficult problem is presented. First they must be discovered and induced to seek and continue a course of cure. If recalcitrant, sterner methods may have to be resorted to if they continue to be sources of infection. Both methods may be put into operation, as, for example, by compelling those in custody either before or after trial for certain specified breaches of the law regarding public morals, to be examined and detained for treatment, and, on the other hand, by so providing such free and unobtrusive treatment as will induce those afflicted to come forward without compulsion. Most important in this regard, as well as in forwarding the cure of private patients, will be the support and co-operation of the medical profession. Their help in the effort to follow up and secure the adoption of known methods of cure will be indispensable. The building up of a strong body of public opinion will largely depend upon them. They can in private advise their patients, and they can also powerfully assist in so many ways in distributing knowledge of these baneful diseases, that the individual sufferer will become fully alive to his immediate and ultimate danger, and eager to avert it, and there will be created and fostered a more candid and sane recognition by the public that the menace of these diseases to society is not to be ignored but resolutely faced and dealt with.

The question of whether a system of compulsory notification should be tried is no doubt important. Some eminent authorities such as Sir Wm. Osler and Sir Victor Horsley are in favour of it, while others, equally experienced, doubt its wisdom. I may mention in this connection Dr. R. W. Johnstone, Medical Inspector for the Local Government Board in Great Britain, and Sir Thomas Barlow, K.C.V.O. It is argued that anonymous notification is useless except for statistical purposes and that heretofore these statistics are notoriously unreliable. It is also said that notification by name, leading to enforced treatment, will defeat its own end by frightening those afflicted with the disease, and driving them into the hands of quacks or preventing them seeking proper treatment. The alternative is reliance upon public opinion and a better understanding by individuals of the extreme seriousness of the disease. This necessitates a decision as to the extent to which the education of the public generally, as well as of young people, should proceed, and the best methods of inculcating knowledge of matters hitherto untaught and unappreciated by either class. While this side of the question is of the greatest importance it cannot be hastily determined upon. What I propose for the present is really compulsion for those in the hands of the law but persuasion for the ordinary individual, leaving the larger question of education and notification to be finally dealt with at a later stage.

Apart from England and West Australia, the dealing with this question has been along lines which, as I have indicated, may or may not be successful. Some states like Illinois and Iowa and one of the Canadian provinces, namely, Saskatchewan, have declared venereal diseases to be contagious diseases and made provision accordingly. Others, as for example New York, Vermont, Maine and California, adopt the principle of compulsory notification. But little is yet to be learned of the result of these enactments, although in some of the legislation excellent provisions are to be found.

The greatest aid to understanding both the importance of the subject and the necessity of promptly dealing with it, notwithstanding the difficulties in the way, will be found in the report of the British Royal Commission on Venereal Diseases appointed on November 1, 1913, and the evidence taken before it. The first



actual legislative attempt, however, to deal with the same subject is in West Australia, where a statute has been passed which merits attention for its thoroughness and courage.

The official journal of the American Medical Association, under date of February 3, 10 and 17, 1917, gives an interesting statement of the events which led up to the appointment of the British Royal Commission and its findings, and, also, a précis of the legislation in Western Australia. I extract from these papers a summary which accords with my reading of both documents.

In my judgment this Report and the Australian statute are the two outstanding events among many public efforts for the control of these terrible diseases.

The summary of the report follows:

"The modern English attempts to attack the problems of prostitution and venereal disease may be briefly reviewed, for particularly in their failures they offer instruction to us. These attempts may be said to go back to 1864. In that year the contagious disease Act was passed, which provided for the regulation of prostitution and medical examination of prostitutes. Amendments to this Act were passed in 1866 and 1869. The Acts never had the support of the British public. They were abhorrent to the public sense of social decency and were opposed on moral grounds by an influential part of the community. They were thus necessarily ineffective for the purposes for which they were passed. Opposition to them resulted in a Royal Commission in 1870 which recommended the abolition of the examination of prostitutes. In 1879 the House of Commons appointed a committee to consider the subject. This committee presented a divided report, a majority being against the repeal of the Acts. In 1883 the agitation resulted in the abolition of the examination of prostitutes, and in 1886 the contagious disease Acts were repealed. From 1886 to 1916 the English government has made no national effort to attack the situation.

"In Great Britain, however, as elsewhere, there has been growing up a strong feeling that society must make an organized effort against the venereal diseases. In 1898 an insistent demand was made for the appointment of a Royal Commission to inquire into the prevalence and effects of the venereal diseases. In 1899 resolutions, proposed by the British Medical Association, calling for a full inquiry into this subject were passed by the Brussels International Medical Congress. Since that time there has been considerable agitation in England, but government authorities have showed reluctance to take up the problem, apparently feeling that the object which was desired was the re-enactment of acts for the regulation and examination of prostitutes. All of these efforts were fruitless until 1913. In that year, shortly before the meeting of the international congress, public agitation on this subject was started in London by a small group of leaders, and a vigorous resolution on the subject was passed by the International Medical Congress at its meeting in London in 1913. These efforts succeeded in obtaining finally the appointment by the British Parliament, November 1, 1913, of a Royal Commission for the investigation of venereal diseases. The purpose of the Commission was said to be:

"To inquire into the prevalence of venereal diseases in the United Kingdom, their effects upon the health of the community, and the means by which those effects can be alleviated or prevented, it being understood that no return to the policy or provisions of the Contagious Diseases Act of 1864, 1866 or

1869 is to be regarded as falling within the scope of the inquiry.' The Commission was formed as follows: Lord Sydenham of Combe, F.R.S. (chairman), noted for his public service; the Right Hon. Sir David Brymnor Jones, K.C., M.P., Sir Kenelm E. Digby and Sir Almeric Fitzroy, representing the legal and official side of the commission; Sir Malcolm Morris, F.R.C.S., Edin.; Mr. James Ernest Lane, F.R.C.S., Eng.; Sir John Collie, M.D.; Dr. Arthur Newsholme; Dr. F. W. Mott, F.R.S., and Mrs. Scharlieh, M.D., noted as medical workers in this field; Canon J. W. Horsley, the Rev. J. Scott Lidgett, D.D., Mr. Philip Snowden, M.P., and Mrs. Creighton, religious and service workers, and Mrs. Burgwin, experienced in the care of the feeble-minded. The secretary of the commission was Mr. E. R. Forber, an official of the Local Government Board. The London *Lancet* notes that the only omission from the committee which calls for notice is the absence of any member able to give first hand advice on the conditions in the military and naval services.

"This commission did not publish its report until March 2, 1916. It devoted more than two years to the investigation of the subject. It examined eighty-five expert witnesses, whom it asked 22,296 questions. It had as witnesses men who could speak authoritatively on the various topics under discussion, including well-known continental authorities on venereal diseases. When it is added that the personnel of the commission represented the best British intelligence in its field, it may be seen that the findings of the committee are of great importance, and its report entitled to our most respectful consideration.

"The report of the commission is restrained and temperate, and marked by sound appreciation of the practical difficulties of the problem. It shows not a suspicion of hysteria, but, on the contrary, is distinguished by the practical common sense which it has brought to bear on all aspects of the subject. The commission made no effort to consider prostitution alone, and it makes no suggestions as to the remedying of that social defect. It did, however, consider the question of registration and examination of prostitutes, and it sought the advice of continental medical authorities among others on this point.

"The report can be briefly summarized. It holds that registration and medical examination of prostitutes are ineffective as a sanitary measure. It recommends against compulsory notification of venereal diseases at present. It urges the importance of education as to the seriousness of venereal diseases and the dangers of their transmission. It recommends the encouragement of well considered efforts for inculcating sexual restraint. It puts its great emphasis, however, on the therapeutic attack on syphilis, and by its recommendations indicates its opinion that in this lies the hope of the sanitary control of the plague. It is here that the report is definite and positive in its recommendations. In early and continuous treatment it finds the effective weapon against the venereal diseases, and in widespread state provisions for the diagnosis and treatment of the venereal diseases a practical way leading to a solution of the difficult problem which these diseases present.

"The report thus offers no startling findings. It presents no new remedy. It has, however, considered with great thoroughness all of the practical aspects of the problem, weighed them with unprejudiced judgment, and with quiet courage made the radical recommendation that the English Government shall provide universal opportunities for the diagnosis and treatment of venereal diseases.



"The main emphasis of the report is placed on the necessity for early and accurate diagnosis and for early and continuous treatment. The commission finds that present opportunities for diagnosis and treatment are entirely unequal to the needs of the situation. In recommending improvement in the facilities for treatment it considers that existing institutions should be utilized as far as possible, that new institutions should be founded only when it is unavoidable, and that the new clinics should be part of general hospitals, and not stigmatized by being devoted to venereal diseases alone. It is convinced that existing hospital facilities, with necessary extensions in certain localities, would furnish all of the institutional needs of the situation, but it believes that no adequate system of treatment is possible unless responsibility for it is assumed by the state. The institutions provided must be available for the whole community. To that end they should be made accessible, and evening clinics should be provided. They should be free from embarrassing restrictions. Patients should be given treatment regardless of their residence, and should be free to go to clinics outside of their own district. Persons able to pay should, if possible, be sent to their physicians, but even they should not be refused treatment in the public institutions if they are unwilling to go to a private physician. It is pointed out that treatment to be effective in controlling the public dangers of the venereal diseases must be continued until a cure, or freedom from infectiousness is attained, and that effective provisions must be made for seeing that treatment is continued through the infectious period. Compulsory treatment is suggested for the delinquent.

"The commission believes that any government scheme which is carried into effect must rely largely on the education and the co-operation of the medical profession and must depend in the end for its success on the general practitioner, who constitutes 'the first line of defense in the community.' The report emphasizes strongly the great damage which is done in the treatment of venereal diseases by unqualified practitioners; by drug store prescribing, by quacks and, as well, by less vicious but ignorant practitioners of special sects, and strict measures to prevent such treatment are commended. The commission believes that all advertising of remedies for venereal diseases should be prohibited by law."

With regard to the West Australian legislation the *Journal* thus describes it:

"The Government of Western Australia by an amendment to its health act which went into effect December 8, 1915, established a public system for the diagnosis and treatment of the venereal diseases which is similar in outline to that established in England. It is a measure based on the principle of controlling the venereal diseases by attending to their treatment until after they have passed the contagious stage. But it goes much farther in this direction than any other act thus far put into force. It does not simply offer facilities for treatment. It operates on the assumption that, for the good of the community, the person with venereal disease must submit to treatment until he is free from contagion, and it proposes to see to it that he does this.

"On developing a venereal disease, a person, within three days, must go to a qualified practitioner for treatment. If he fails to seek treatment immediately he will be fined £20 or imprisoned. The physician must report to the health officials the age and the sex of the patient and a diagnosis of his condition, but not the name or address. The patient is to return for treatment at least once a month; penalty for failure, £20 or imprisonment. If he remains away from treatment for six weeks the physician, under heavy penalty, must notify the health authorities, giving this



time the patient's name and address, and the health authorities must bring the patient into court and compel him to have treatment. The patient may change his physician, but on doing this he must disclose the name of his previous physician, who must be notified by the second physician that the patient is now under treatment by the latter. Treatment must be continued until the patient can obtain a satisfactory certificate of cure; penalty for failure, £50 or imprisonment. The health boards have authority to apprehend any person suspected of having a venereal disease which is not being treated, and to compel him to submit to examination by qualified physicians and to obtain a certificate of health or to submit to treatment until such certificate can be obtained.

"The measure takes ample precaution to prevent the treatment of venereal diseases by any person other than a qualified physician. It stops absolutely the advertising, the circulation or the sale of medicines intended for venereal diseases, or of literature bearing in any way on their treatment. An important provision of the act looks to the protection of the secret of the patients by making private all legal procedures which have to do with the enforcement of the provisions of the act. Newspapers are prohibited under heavy penalties from publishing any reference to such legal proceedings. Every provision of the act is guarded by heavy penalties. It is evidently intended that it shall be enforced, and that infringement of it in any particular shall be an offence which nobody will commit lightly.

"So far as we know, this Australian act is the most drastic which has been put into force against the venereal diseases. While drastic, it is as logical, as practical and as just an enactment as can be established against the venereal diseases, under the present state of public opinion. It makes every provision possible to protect the patient's secret. It does not take the step, urged in much less radical programmes, of giving even anonymous notification in the case of venereal diseases. It requires the return of neither the patient's name nor his address. The whole proposition is that for the good of the community the venereal patient shall be treated by a person qualified to treat him until he is free from danger to others. He can choose his own physician, but the physician must see to it that treatment is kept up, and the physician will be held responsible for attending to this. As long as the patient continues treatment he will keep out of the hands of the board of health and the legal authorities. If he does not do this, he falls afoul of the law; he is reported to the health authorities, and they are empowered to see to it that he lives up to his public responsibility of not remaining a danger to the community.

"Western Australia, before anybody else, has taken the two essential steps toward the solution of the venereal problem. First, it has recognized the importance of universal, prompt treatment of venereal diseases as the most efficient measure toward their control. Secondly, it has had the wisdom and—what is unique—the courage to make laws compelling venereal patients to have treatment. If as much intelligence and courage are used in enforcing the act as were used in its enactment, there can be no doubt that an attack in large part successful will be made on the venereal diseases in that province."

These very interesting summaries show that both the British report and the West Australian statute, while differing radically upon the question of compulsion, deal with conditions existing in those countries and with a public and professional sentiment which will apparently warrant what has been recommended or done. In the case of England the report has not yet been acted upon to any great extent, and only where local and approved facilities exist for gratuitous treatment and cure.

Treatment by quacks and quack remedies have been prohibited by a statute passed on the 24th May, 1917. Prostitutes and others of that class who have been convicted may however be prohibited against residing near the military camps, and the advertising of quack remedies is entirely banned. In West Australia, and now in New South Wales, the provisions of the statute are yet on trial, and it is said that the medical practitioners have not reported anything approaching the number of those suffering from venereal diseases. A provision, however, of much value has been there put into practice, i.e., facilities are given for civil practitioners to obtain experience by attending at military camps and hospitals for venereal diseases. This might well be adopted here.

In considering to what extent legislation might properly go in this Province it may be well to consider also some aspects of the subject presented by those competent to judge of conditions in large centres of population.

In an address by Dr. George H. Kirby, Director of Chemical Psychiatry, Manhattan State Hospital, New York City, he says:

"In order to approach this whole subject of the syphilitic caused diseases fairly one must guard against a certain attitude, founded on error, yet all too prevalent in the popular mind: many intelligent persons not only have no interest in the social problem of syphilis, but they feel little or no sympathy for individuals who suffer as a result of syphilis. There is often something of the feeling that these people are afflicted because of wilful transgression of religious and moral laws. Many think only of the disease as something utterly loathsome associated always with vice, crime, and the lowest sort of moral depravity. This, as every physician knows, is untrue. While prostitution is the chief means by which syphilis is disseminated, its victims are claimed in every stratum of society from the highest to the lowest. Among the men admitted to the hospitals whose insanity is due to a syphilitic infection, 75 per cent. of them are married men, most of whom, if guilty of transgression in earlier years, have long since mended their ways and settled down to a moral family life.

"Although this disease has been described and studied by physicians for centuries, its true cause has only recently been definitely established. Syphilis is now known to be an infectious disease caused by a germ, a micro-organism, which has been identified and its characteristics well studied. Syphilis spreads in two ways: it is transmitted from parent to child or it is communicated directly from one person to another during the sexual act. Occasionally, one might say rarely, it is communicated by accidental contact in other ways. On the parts of the body exposed to the infection the signs that the poison has entered the system may be so slight as to pass almost unnoticed; if, as is usual, a small sore occurs, it tends to heal up rapidly with little indication of the direful results which may follow. The germs having once gained entrance into the system, any part of the body or any organ may later be attacked and partially or completely destroyed. By appropriate treatment we may, however, as a rule, control the symptoms that arise within the first few years after the infection takes place, and it may appear that the disease has been eradicated from the body. It is, however, well nigh impossible to say that this has been actually accomplished, for the syphilitic germs possess the remarkable property of lying dormant for a long space of time, often many years, and then beginning to cause trouble again. Fortunately for our better understanding of these diseases, which develop years after the initial infection, the missing link in the chain of evidence against syphilis has recently been supplied and we can now



present conclusive evidence, whereas we formerly spoke merely of probabilities and could not prove what we suspected.

"The proof was furnished by the discovery of a very delicate blood test now known the world over under the name of the physician who devised it as the Wassermann test for syphilis. By this test one can, through examination of a few drops of blood, determine whether or not any trace of syphilitic poison exists in the body of the person tested, and this in spite of the fact that the syphilis may have been acquired many years previously and the individual, at the time of the test, may present no visible symptoms of syphilis itself.

"Physicians are almost unanimous in their belief that the first great step will be taken toward the prevention of insanity from syphilis and the control of the disease itself, when we begin to treat syphilis as we do other infectious or contagious diseases. We protect the community against smallpox, diphtheria, scarlet fever, tuberculosis, and other communicable diseases by reporting them to the board of health and fighting them by quarantine, isolation, disinfection, and all other means within our power. Why should syphilis, a dangerous, contagious and infectious disease, be excepted? For the protection of the community every person infected with syphilis should be registered with the health authorities and proper means taken to limit the communication of the disease to others. For the protection of families and for the ultimate improvement of the race, no person who has had syphilis should receive a marriage certificate unless the blood test proves that the poison is no longer in the system."

A valuable report by the Commission for the Investigation of the White Slave Traffic, appointed by the Legislature of the State of Massachusetts, has been issued, dated 7th February, 1914. In it it is stated that:

"There are no diseases affecting the human race so widespread and so disastrous and terrible in their immediate and remote consequences as the so-called venereal diseases, syphilis and gonorrhœa.

"The highest medical authorities are unanimous in agreeing that prostitution is the source and the most common means of spreading these diseases.

"A careful examination of 466 young prostitutes, inmates of the Bedford Women's Reformatory in New York, showed that only 50, or 10 per cent., were free from infection at the time of the examination. In other words, 90 per cent. were infected with either syphilis or gonorrhœa.

"Of the 100 prostitutes examined for the commission at the Suffolk County House of Correction, the Charles Street Jail and the Women's Reformatory, 11 had syphilis, 32 had gonorrhœa, and 27 had both syphilis and gonorrhœa. In 20 of these women the presence or absence of these diseases was not ascertained. Of 80 women, therefore, 70, or 87½ per cent., had one or both of these diseases.

"Of the 100 young girls just entering prostitution examined at the industrial schools, 21 had syphilis, 31 had gonorrhœa, and 4 had both syphilis and gonorrhœa. In 10 of these girls the presence or absence of these diseases was not ascertained. Of 90 girls, therefore, 56, or 62 per cent., had one or both of these diseases.

"In a recent inquiry concerning 8,000 male patients over eighteen years of age, admitted to a Boston hospital for all sorts of other medical and surgical diseases, the following result was obtained after careful questioning of all the patients: 35 per cent. admitted a history of gonorrhœa and 11 per cent. of syphilis at some period of their lives.



"The acute stages of syphilis and gonorrhœa involve great suffering and danger, and the remote consequences often result in permanent disability and invalidism, if not progressive fatal disease.

"Syphilis and gonorrhœa should be regarded as contagious diseases dangerous to the community rather than as evidences of evil-doing on the part of those who are suffering from them. Although prostitution plays a leading part in the spread of these diseases, they have leaped its barriers, and become a widespread source of danger to the innocent. The public should be taught that the protection of the innocent demands that steps be taken to check the scourge of these diseases. At present large classes of people who are afflicted with them, and who are unwilling to accept almshouse care, must continue at their work in order to support themselves, no matter how intimate their association with other people. Bakers, cooks, barbers, waiters, children's nurses, barkeepers and prostitutes are all alike thus forced to remain at their work, even when afflicted with these diseases. A very large proportion of these persons would accept hospital care during the dangerous period if it were available. Those who do not voluntarily seek such treatment when provided should be placed and forcibly detained under treatment during the period of danger to others. To one class of hospitals the unfortunate should be invited, in a second class the depraved should be confined. These two diseases should be included in the list of contagious diseases of which boards of health take cognizance. Hospital provision for their treatment is an imperative necessity."

In Ontario from a test applied in the Toronto General Hospital during the first three months of 1917 the following results were obtained: Twelve per cent. of all public ward patients gave positive Wassermann reactions, i.e., found to be definitely syphilitic. That is, 238 cases were detected in three months, or equivalent to 952 per annum. It must be remembered that gonorrhœa is six times as prevalent as syphilis. It is further established that 25 per cent. of the male admissions to the Toronto Hospital for the Insane were found to be suffering from general paresis and the other final results of gonorrhœa and syphilis, which go so largely towards keeping up the population of our hospitals and asylums.

In submitting with this report a draft Act I am conscious that any legislation now enacted is bound to be to a large extent tentative and must of necessity be subject to revision later on.

Very much depends upon the eagerness of the medical profession to take hold of this question even if it involves many new departures, and on their willingness to spend time and thought upon the acquisition of technical knowledge in what will be to many a comparatively new field. And this turns largely upon the supply both of opportunities for acquiring this knowledge and facilities for free treatment for patients, both the willing and those who are at first unwilling. This again is contingent upon the realization by municipalities or the Provincial authorities of their respective duties to provide the financial aid for the establishment of free clinics and reasonably inexpensive remedies, and upon the co-operation of the hospital staffs in carrying on and using these effectively.

None of these things can be created or provided suddenly. Time must be given to work out a reasonable system which can only be evolved by the experience gained under any method adopted in the direction indicated.

It does not seem to me that classing venereal diseases as infectious or contagious and putting into force the public health regulations for notification, placarding and isolation, will prove a solution of the problem. The gradual appre-

ciation by the public and by those afflicted with these diseases of the importance of proper safeguards must be brought about, not by advertising the presence of the disease, but by education, and by the provision of those methods which lend themselves, through persuasion rather than compulsion, at least in the initial steps, to a comprehension of the danger to be apprehended and guarded against. The situation differs from that of well known infectious diseases in this, that public advertising of the presence of venereal disease will tend to intimidate those most chiefly concerned and by driving them to concealment, defeat the end to be aimed at. The creating of a desire to submit to a cure, provided their distressing condition is not made the subject of public comment and condemnation, is a very much more desirable result.

What is submitted herewith must be taken with the limitations already adverted to, and it may perhaps be well to relate the following incident as an example of one difficulty to be met with.

Shortly after the outbreak of the war the Synthetic Drug Company of Toronto, and a party in Montreal, secured a license from the Commissioner of Patents to prepare substitutes for salvarsan. The former company has quite an extensive business; the latter has not placed much of its product on the market. Last winter the Ontario Provincial Board of Health announced its intention to apply for a license to prepare a salvarsan substitute, as its chief chemist was prepared to manufacture a similar preparation, his own discovery. The Synthetic Drug Company shortly after this lowered the retail price from about \$4.00 to \$2.50.

The application of the Board came before the Commissioner in due course. It was supported vigorously by the Board, Dr. Hastings, M. O. H. of Toronto, Dr. Fitzgerald, Professor of Hygiene, University of Toronto, Dr. Page, Chief Medical Officer for Immigration, Quebec, the Academy of Medicine, the Ontario Medical Association and others. The contention of the present licensees was that the Board having already a plant or laboratory would thus be relieved of overhead cost and in a position to undersell them. This was of course a fact as the Board believed. In the face of this, the Commissioner refused the application.

As matters stand this decision seriously interferes with the question of free treatment unless the necessary remedy can be purchased or produced at reasonable cost.

It is well worth while to conclude this report with a quotation from a physician with the rank of Captain in the C. A. M. S., Dr. Gordon Bates, who was, previously to his doing duty among Canadian soldiers, very much interested and experienced in the detection and cure of venereal disease.

A few weeks ago, in a paper entitled "The Military Aspect," he said:

"Of the men who actually were found to have venereal disease a large percentage were found to have developed their infection previous to entering the army. How large this is I am at present unable to say. We are developing a special system of reports to cover the question, and I am sure that when we have complete figures it will be found that the percentage of men who develop venereal disease after entering the army is exceedingly small.

"The amount of venereal disease among draftees, who are practically members of the civilian population, is just ten times what it would be in a body of troops of equal number."

"Another figure of interest is the amount of syphilis among men returned from the front. I cannot give you the figure to-night but I am able to state



definitely that the percentage of syphilis is less than the 12 per cent. figure given by Dr. Detweiler as existing in the wards of Toronto General Hospital in the first three months of 1917, and again the vast majority of infected men coming from overseas are discovered by means of a routine Wassermann test and would not have been discovered otherwise. In other words they were infected before they entered the army at all."

"I believe that of all classes in the community the one that is most protected against venereal disease is the soldier. Public health methods, education, inspection, quarantine, compulsory treatment are the four factors we rely on to do away with venereal disease in the army. The statistics we have gathered so far prove conclusively that there is less venereal disease among returned soldiers than there is among a similar class of men in the civilian population, and that the average soldier is less likely to have venereal disease than the average civilian walking the streets of Toronto."

I transmit with this interim Report the draft of an Act which embodies those features which I think might be enacted at present and which will, while avoiding some of the more drastic provisions to be found in other legislation, afford a means of checking the spread of venereal disease and enabling the Health authorities to make a commencement in bringing its ravages under some control. It will at the same time make provision for free treatment and will begin to lay a foundation for the building up of public and professional sentiment sufficient to justify other and more comprehensive measures.

I should like to lay emphasis on the fact that there are much larger considerations in connection with this subject than could be possibly dealt with by me in the time at my disposal since the issue of my commission. There is the question of the education of the young, the students and the public, its desirability and its extent. There is also the advisability or otherwise of prohibiting the marriage of those afflicted with any form of venereal disease, into which enter the element of heredity and the whole system of eugenics. The feeble-minded, their care and treatment and the economic and municipal problems which they give rise to, are all intimately related to the matters treated in this report and those yet left over. In the measure now submitted no attempt is made to solve these important questions. They will be dealt with at a later stage and after I have had the opportunity of hearing the views of those who have so willingly offered to give me the benefit of their accumulated knowledge.

In broad outline the measure now submitted provides for the examination, treatment and detention of convicted persons, including in that class habitual prostitutes. It also enables the Health authorities to examine, treat and detain those who, though not convicted, have come into the hands of the police charged with offences against what may be called public morals and decency. The only element of compulsion against the individual arises when after private notice from the health authorities that medical treatment must be taken, he disregards this necessary requirement and ignores their directions. It then is in the power of the District Health Officer to compel the individual to subordinate his convenience and opinions to the safety and welfare of the public. Power is given to the Government to designate as hospitals for venereal disease such institutions or parts thereof as may be deemed suitable for that purpose. It also provides for the supplying of free treatment and free remedies, for both in and out-patients, by hospitals receiving public aid.

Provision is made that all treatment shall be in the hands of legally qualified medical practitioners and the advertisement of quack medicines and cures is strictly



prohibited. It is made an offence for any person to knowingly do an act likely to infect another individual. Secrecy in respect to all proceedings under the Act is enjoined on all concerned and physicians are protected from actions on account of their complying with its provisions.

There are also vested in the Provincial Board of Health extensive powers to make appropriate regulations regarding matters arising from time to time. The rights of the individual are safeguarded by providing for an appeal where he disputes the fact that he is suffering from venereal disease.

Penalties of sufficient severity to ensure compliance with the Act are imposed.

I beg to send herewith the evidence which has been taken before me, which will well repay study.

All of which is respectfully submitted for Your Honour's consideration.

Dated this 20th day of February, 1918.

FRANK E. HODGINS,  
Commissioner.

[Note: The Act printed below is the Act as finally passed by the Legislature of Ontario. As it does not differ materially from that recommended by the Commissioner, it has been thought advisable to print it instead of the proposed Act.]

#### AN ACT FOR THE PREVENTION OF VENEREAL DISEASE.

HIS MAJESTY by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

1. This Act may be cited as *The Venereal Diseases Prevention Act*.

2. In this Act:—

(a) "Board" shall mean Provincial Board of Health.

(b) "Local Board" shall mean Local Board of Health.

(c) "Prescribed" shall mean prescribed by this Act or by the Regulations.

(d) "Regulations" shall mean regulations made under the authority of this Act or *The Public Health Act*.

(e) "Venereal disease" shall mean and include syphilis, gonorrhœa and chancroid.

3.—(1) Whenever any person is under arrest or in custody charged with an offence against The Criminal Code of Canada or against any Statute of Ontario or any by-law, regulation or order made under the authority thereof, or has been committed to a gaol, reformatory or other place of detention upon conviction of such offence, and the medical officer of health for the municipality or district believes that such person is, or may be, infected with, or has been exposed to infection from venereal disease, the medical officer of health may cause such person to undergo such physical examination as may be necessary, or as may be prescribed by the regulations, in order to ascertain whether or not such person is infected with venereal disease.

(2) If upon such examination it is found that the person examined is so infected the medical officer of health shall give such directions for the treatment of the patient, and, if necessary, for his detention and isolation and the prevention of infection from him as may be deemed proper and as may be authorized by the regulations, and he is hereby empowered to do and authorize any act necessary to effect the carrying out of such treatment, detention, isolation and prevention, and it shall be the duty of every such patient to carry out such directions as to treatment and of every constable, gaoler, warden, superintendent and officer having the care and custody of any infected person in any place of detention or in any hospital to see that the directions of the medical officer of health are duly carried out.

(3) It shall be the duty of every physician in medical charge of any gaol or place of detention or of the inmates thereof to report to the medical officer of health the name and place of detention whether before or after conviction of any person whether included in the class mentioned in the preceding subsections or not whom he suspects or believes to be suffering from venereal disease, such report to be made within 24 hours after the time of arrival of such person in the gaol or place of detention.

4.—(1) Subject to the regulations where the medical officer of health is credibly informed that a person resident in the municipality or district for which the medical officer of health is appointed is infected with venereal disease and has infected or is liable to infect other persons, the medical officer of health may give notice in writing to such person requiring him to consult a legally qualified medical practitioner and to procure and produce to the medical officer of health within a time to be specified in the notice a report or certificate of such medical practitioner that the person so notified is or is not suffering from venereal disease.

(2) If such certificate is not produced within the time stated in the notice, the medical officer of health may by writing signed by him authorize any legally qualified medical practitioner to examine such person and report or certify as to whether he is or is not suffering from venereal disease.

(3) If by the report or certificate mentioned in either of the two preceding subsections it appears that the person so notified is suffering from venereal disease the medical officer of health may exercise the powers and duties as vested in him by subsection 2 of section 3 to such extent as he may deem necessary in the public interest or to the full extent therein provided.

(4) If the person so notified produces a report or certificate from a legally qualified medical practitioner in the prescribed form stating that such person is suffering from venereal disease or if the report or certificate under subsection 2 of this section is to the same effect the medical officer of health may in place of proceedings under the preceding subsection deliver to such person and to the legally qualified medical practitioner signing the said report or certificate directions in the prescribed form as to the course of conduct to be pursued by such person and may require him to produce from time to time such evidence as may be deemed advisable that such person is undergoing proper medical treatment and is in other respects carrying out such directions. In case such person fails to comply with the course of conduct prescribed for him and to produce the evidence hereinbefore referred to the medical officer of health may as to such person exercise any or all of the powers vested in him by subsection 2 of section 3.



(5) No action or other proceeding shall be brought against any legally qualified medical practitioner in respect of any examination, report or certificate made or given by him under the provisions of this Act, unless and until the consent, in writing, of the board to such action or other proceeding has been given, signed by the chairman and secretary of the board.

(6) The medical officer of health, or a legally qualified medical practitioner appointed by him in writing for that purpose, may enter in and upon any house, out-house or premises, in the day time, for the purpose of making enquiry and examination with respect to the state of health of any person therein, and may cause any person found therein who is infected with any venereal disease to be removed to a hospital or some other proper place, or may give such directions as may prevent others being infected in the said house, out-house or premises.

(7) The powers and duties by this section conferred or imposed upon the medical officer of health, may be exercised and performed by the Board in any case in which the Board deems such action expedient.

5.—(1) Every hospital receiving aid from Ontario under *The Hospitals and Charitable Institutions Act* shall make effective provision for the examination and treatment upon such terms as may be prescribed of such persons or classes of persons suffering from venereal disease as may by the regulations be declared fit to be treated at such hospital and in case of default the Treasurer of Ontario may withhold from any hospital the whole or any part of such grant which would otherwise be payable.

(2) The Lieutenant-Governor in Council shall have power to designate any hospital or other public institution or portion of any such hospital or institution under its jurisdiction or any house or building as a hospital or place of detention or isolation for the reception and treatment of any person suffering from venereal disease.

6.—(1) No person other than a legally qualified medical practitioner shall attend upon or prescribe for or supply or offer to supply any drug, medicine, appliance or treatment to or for a person suffering from venereal disease for the purpose of the alleviation or cure of such disease.

(2) Every person guilty of a contravention of subsection 1 shall incur a penalty of not less than \$100 and not more than \$500.

(3) Subsection 1 of this section shall not apply to a registered pharmaceutical chemist who dispenses to a patient of a legally qualified medical practitioner the prescription of such practitioner or who sells to any person any patent or proprietary or other medicine, drug or appliance approved of by the regulations for the cure or alleviation of venereal disease.

7.—(1) Every person who

- (a) Publishes or causes or allows to be published in a newspaper or magazine or other periodical publication any notice, advertisement, statement, testimonial, letter or other matter,
- (b) Issues or publishes or causes to be issued or published any book, almanac, pamphlet, fly-sheet, document or other matter,

- (c) Posts up or exhibits in any place so as to be visible to persons being in or passing along any street, highway, railway or public place, any notice, statement, advertisement, testimonial, letter or other matter,
- (d) Distributes, circulates or delivers or sends by post to any person any pamphlet, circular, notice, statement, advertisement, testimonial, letter or other matter, intended to recommend or suggest the purchase of or to promote the sale of any article as a drug, medicine, appliance or instrument or as part of any treatment for the alleviation or cure of any venereal disease or of any disease or affection of the genito-urinary organs or intended to convey an offer to give or prescribe any form of treatment for any of the aforesaid diseases, shall incur a penalty of not less than \$100 nor more than \$500, and in default of immediate payment thereof shall be imprisoned for a period not exceeding twelve months.

(2) Subsection 1 of this section shall not apply to any such article which has been approved by regulations nor to books, documents and papers or other matter published in good faith for the advancement of medical or surgical science.

(3) Before any proceedings are taken under this section against any newspaper proprietor, printer or publisher for printing or publishing or allowing to be published any notice, advertisement, statement, testimonial, letter or other matter in a newspaper the Board shall notify the proprietor, printer or publisher that the publication complained of is an infringement of this Act and he shall not be liable to prosecution except in respect of an offence of the same or a similar nature after such notification.

(4) Any of the matters or things prohibited by this section may be restrained by injunction or order in an action in a County or District Court having local jurisdiction or in the Supreme Court of Ontario but such proceedings shall not prevent, delay or in any way be a bar to any prosecution or other proceedings authorized by this Act.

8. Every person who knowing or having reason to believe that he is or may be infected with venereal disease does or suffers any act which leads or is likely to lead to the infection of any other person with such disease shall incur a penalty of not less than \$100 nor more than \$500, and in default of immediate payment thereof shall be imprisoned for a period not exceeding twelve months.

9. Every person who,

- (a) Contravenes any provision of this Act or of the Regulations for which no other penalty is provided by this Act—
- (b) Wilfully neglects or disobeys any order or direction lawfully given by a medical officer of health or by the Board or a local board under this Act or the Regulations.
- (c) Hinders; delays or obstructs any officer in the performance of his duties under this Act, or



- (d) Without lawful authority publishes or discloses any proceedings taken under this Act or the Regulations, shall, where no other penalty or proceedings are prescribed or authorized incur a penalty of not less than \$25 nor more than \$100, and in default of immediate payment shall be imprisoned for a period not exceeding three months.

10.—(1) Every person who, publicly or privately, verbally or in writing, directly or indirectly, states or intimates that any other person has been notified or examined or otherwise dealt with under the provisions of this Act, whether such statement or intimation is or is not true, in addition to any other penalty or liability, shall incur a penalty of \$200, and in default of immediate payment shall be imprisoned for a period of not more than three months.

(2) Subsection 1 shall not apply to disclosures made in good faith to a medical officer of health for his information in carrying out the provisions of this Act, nor to any communication or disclosures made to a legally qualified medical practitioner or in the course of consultation for treatment for venereal disease nor to any communication authorized or required to be made by this Act or the Regulations.

11. *The Ontario Summary Convictions Act* shall apply to prosecutions under this Act, or the Regulations but all proceedings for the recovery of penalties under this Act except those authorized by section 7 shall be conducted in camera and no report of such proceedings shall be published in any newspaper.

12. Every person employed in the administration of this Act shall preserve secrecy with regard to all matters which may come to his knowledge in the course of such employment, and shall not communicate any such matter to any other person except in the performance of his duties under this Act, and in default he shall in addition to any other penalty, forfeit his office or be dismissed from his employment.

13.—(1) The Board, subject to the approval of the Lieutenant-Governor in Council may make Regulations:—

- (a) Prescribing the forms of notices and certificates to be given or issued under this Act;
- (b) Declaring what shall be deemed to be lawful and proper methods and remedies for the treatment, alleviation and cure of venereal disease, and requiring all advertisements, statements, testimonials, letters or other matters of or regarding such methods and remedies to state the date and number of the official approval of the same and such other information as may be deemed desirable.
- (c) Prescribing the course of conduct to be pursued by any person infected with venereal disease in order to effect a cure and to prevent the infection of other persons;
- (d) For distributing to medical practitioners and hospitals such information as to the treatment, diet, and care of persons suffering from venereal disease, and may require medical practitioners and hospitals to distribute the same to such persons.

- (e) Prescribing rules for the treatment of such persons in hospitals, places of detention and other institutions;
- (f) For preventing the spread of infection from persons suffering from venereal disease;
- (g) Requiring medical practitioners, hospital superintendents and heads of places of detention and public institutions to make reports upon the cases of venereal disease coming under their treatment or care but, except where it is otherwise provided in this Act, without disclosing the name or address of any person suffering from venereal disease, and prescribing the form of such reports;
- (h) Providing for the putting up of notices and placards dealing with venereal disease, its cause, manifestation, treatment and cure, in all public urinals and conveniences and similar places;
- (i) Providing for public advertising and placarding of such information relative to the treatment and care of venereal disease and the places where proper remedies can be obtained as may seem desirable;
- (j) Imposing penalties for the violation of any provision of this Act or anything covered by this Act or any Regulation;
- (k) Generally for the better carrying out of the provisions of this Act and for the prevention, treatment and cure of venereal disease;
- (l) Prescribing the procedure to be adopted and the evidence to be required in case of an appeal to the Board from any action or decision of a medical officer of health under this Act;
- (m) Providing for the procedure relative to detention for the purpose of examination or cure or the prevention of infection so as not to interfere with the course of justice in case of persons under arrest or in custody previous to trial for any offence committed against the provisions of this Act or anything therein authorized or under any other Statute or the Criminal Code.
- (n) Prescribing the method and extent of the examination of any person with a view to ascertaining whether or not such person is infected with venereal disease.

(2) The Board with the approval of the Lieutenant-Governor in Council may out of any moneys appropriated by the Legislature for the purposes of the Board, provide for the manufacture and free distribution to local boards and to medical practitioners and hospitals of any drug, medicine, appliance or instruments which the Board may deem useful or necessary for the alleviation, treatment or cure of venereal disease or the prevention of infection therefrom.

14.—(1) The treasurer of the municipality shall forthwith, upon demand, pay the amount of any account for services performed therein under the direction of the local board and for materials and supplies furnished, or for any expenditure



incurred by the local board or by the medical officer of health in carrying out the provisions of this Act or the Regulations, after the local board has by resolution approved of the account and a copy of the resolution certified by the chairman and secretary has been filed in the office of the treasurer.

(2) The corporation of the municipality shall be entitled to recover the amount expended in providing such medical attendance, medicine, nurses and other assistance and necessities for any person having any venereal disease from such person but not the expenditure incurred in providing a separate house or in otherwise isolating him except where such isolation is provided in an hospital or other place designated as such under this Act.

15.—(1) Every person who deems himself aggrieved by any action or decision of a medical officer of health under this Act may appeal therefrom to the Board by giving notice in writing to the Board and to the medical officer of health.

(2) The Board may require the appellant to furnish such information and evidence and to submit to such examination as may be prescribed or as the Board may deem necessary to determine the matter in dispute.

(3) The decision of the Board shall be final.

16. This Act shall come into force and take effect on the 1st day of July, A.D. 1918.











# The Natural Gas Situation

IN THE COUNTIES OF

Kent, Essex and Lambton

By

G. R. MICKLE

Mine Assessor

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# THE NATURAL GAS SITUATION IN THE COUNTIES OF KENT, ESSEX AND LAMBTON

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## Essential Difficulties in Dealing with the Production and Distribution of Natural Gas

There are certain peculiarities about natural gas which make the economical production and use of it difficult. In the first place the fact that it is invisible and is instantly annihilated once it is allowed to escape into the open air renders the waste of gas less impressive and revolting than would be the case with other valuable products. Before the regulations prohibiting waste were enforced in the Kent gas field in 1907, it was nothing out of the way for a gas well to blow off two to three million cubic feet per day. This is equivalent in heating power and, consequently, value to about 100 tons of coal, or over 400 barrels of petroleum; anyone permitting the absolute destruction of such amounts daily of coal or oil would be regarded as a menace to the community, but in the case of gas it was tolerated and the operators of the wells wasting gas even fancied they had a grievance when compelled to close the wells, and found many sympathizers. Moreover, the fact that it is not physically possible to separate, or fence off as it were, the holdings of different operators—allowing each one on his own property to plan a careful and economical development—is really the source of all the trouble. A competitor with the right to drill for gas on adjoining territory can draw off the gas underlying the leases of any operator who might be disposed to conserve the gas for the future indispensable needs of the community. It accordingly becomes a scramble to draw off the gas first and sell it for any price rather than let a rival have it. This causes unnecessary expense in drilling superfluous wells to “offset,” as it is called, the competitor’s wells, in laying scores of miles of double pipe lines which are enormously expensive, all of which the consumer must ultimately pay for. There is no other product of nature of which this is the case and it is the governing factor in operations. The experience, therefore, drawn from older industries, which is finally crystallized into legislation, is of no value because the thing is essentially different, and any regulations designed to ensure an intelligent and economical production and use of natural gas which do not take cognizance of this fact must necessarily fail in their purpose.

## Estimate of Probable Amount of Gas in Reserve in the Known Gas Field

Up to the end of 1917 about 80,000 million cu. ft. of gas had been produced from the Kent field. During this time the pressure dropped from about 590 lbs. to 320, a decrease of 270 lbs. Assuming the pressure may go down to 100 lbs. before the field is abandoned, there remains a drop of 220 lbs. to be drawn on, and this represents a proportional amount of gas which is available and should produce  $80,000 \times \frac{220}{270}$ , or 65,000 million cu. ft. If the pressure may go down to 50 lbs. there remains a drop of 270, representing in a similar way about 80,000 cu. ft. It is, however, almost an absolute certainty that more gas will be obtained than is indicated by the calculations just made. This is only reasonable to expect from the shape of the field, which is roughly that of a ham, the knuckle of the ham pointing northwards and the broad base extending into Lake Erie. In making the cal-

culations given in Report of the Bureau of Mines, Vol. XIX, p. 150, a probable mean porosity of the rock of 10 per cent. was assumed and a yield of 38,000 million cu. ft. arrived at on that basis, whereas it can be seen the production will ultimately be about four times this amount, thus requiring a porosity of 40 per cent., which I believe is quite unknown in any field. The only way the excess production over the calculated amount can be accounted for is by the movement of gas from under the lake. This of course would have the same original pressure as that under the land area, viz., 590 lbs., and as the pressure drops, due to the flow of gas from the wells, the gas now in strata under the lake will gradually find its way to the wells drilled on land. The extent to which this would increase the calculated production cannot be determined in any way, but an increase of 20 per cent. might reasonably be looked for from this source, making thus a reserve of 78,000 to 96,000 million feet. As 24,000 cu. ft. of this gas are equal to one ton of coal, this is equivalent to 3,200,000 or 4,000,000 tons, something well worth making an intelligent effort to conserve. The amount that has been produced to the end of 1917 is equal in heating value to 3,300,000 tons of coal.

#### Amount of Fuel Necessary for Domestic Use and Comparison with Coal and Artificial Gas in Cost

What is a reasonable amount of fuel for the inhabitants of the districts in Kent, Essex and Lambton served by natural gas to use? It is easily capable of calculation. Assume the population thus served to be 80,000. The figures given in Municipal Bulletin No. 10 for 1916 for Windsor, Walkerville, Sandwich, Wallaceburg, Chatham, Blenheim, Ridgetown, Tilbury, Dresden, Leamington, Kingsville, Sarnia and Petrolia total 76,300, allowing the balance to be made up by small places not mentioned and farm houses along the lines. From the figures given in Vol. XIX of the Bureau of Mines Reports, 10,000 people use 700,000 daily average throughout the year for domestic purposes. Eighty thousand would use 5,600,000 daily, or 2,044,000,000 per year. Now the total importation of anthracite coal into Ontario for the fiscal year 1915-16 was 1,827,000 tons, and this anthracite coal is a measure of the amount of fuel used for domestic purposes in the province outside of the consumption of wood, natural gas and artificial gas. This means that the average consumption is probably not much over a ton per individual, or say 100,000 tons for the 80,000 people concerned. This is equivalent to 2,400,000,000 cu. ft. of gas, a figure which agrees fairly closely with the one obtained by direct observation given above.

One circumstance which has hindered any efforts to prevent waste of gas, not only by direct escape into the air and consequent destruction, but also by the employment of wasteful appliances or using an unnecessary amount, is the fact that the price paid for the gas is totally out of keeping with the cost of the standard fuel—coal—at the present time.

From the figures given above, 24,000 ft. of gas being equal to one ton of coal, the following relation between prices can be seen, viz.:—

Natural gas at 10c. per 1,000 ft. equals coal at.....	\$2 40 per ton.
“ 15c. “ “ .....	3 60 “
“ 20c. “ “ .....	4 80 “
“ 25c. “ “ .....	6 00 “
“ 30c. “ “ .....	7 20 “
“ 35c. “ “ .....	8 40 “
“ 40c. “ “ .....	9 60 “
“ 50c. “ “ .....	12 00 “



Even the domestic consumer who pays the highest rate, 25c. per thousand, is getting the equivalent of coal at \$6.00 per ton, with the additional advantage of the elimination of all work in connection with its use. The industrial concern and the large user were only paying 11 to 15 cents per thousand, or the equivalent of coal at \$2.64 to \$3.60 per ton, surely an absurd price in these times, and one that will never compel rigid economy. There does not seem to be any reason, compatible with the idea of enforcing the utmost economy, why large users should have any advantage over small consumers beyond possibly a small discount. In this respect the interests of both the gas companies, who are anxious to sell their product before a rival can get it, and the large users are identical, but it is inimical to intelligent conservation. If any use at all is allowed for industrial purposes, the same rate should be paid, and there seems to be no reason why this should be less than 40c. per thousand, or the equivalent of coal at \$9.60 per ton, with no expense for labor attached. Those who can purchase anthracite coal at this price are fortunate indeed. Compared with prices paid for artificial gas the difference is striking. The cheapest artificial gas sold anywhere in Ontario is in Toronto, where the price is 80c. per thousand for a gas having a heating efficiency of 570 as compared with over 1,000 efficiency for the Kent gas, or to buy on the same basis as the Toronto householder the consumer in Kent should pay \$1.40 per thousand, and *vice versa* the Toronto user in order to be on as favorable a footing as the dweller in Kent county paying 40c. per thousand should be able to get his gas at 23 cents instead of 80.

#### Long Life of the Gas Field with Higher Rates Advantageous to the Domestic Consumers—not the Gas Companies

The benefit to be derived from the increase in rates is the enforcement of the utmost economy in the use of gas. With 20,000 or so meters in commission, representing as many users, no regulations unless backed by an army of inspectors could enforce economy. This of course is both undesirable and impracticable. The benefit that would accrue to the public by an increase of the rates is a prolongation of the life of the field due to the extra care that would result in the use of gas. This benefit would not go to the gas companies, as can easily be seen by a simple calculation. Assume for a moment that the smallest amount calculated above as gas in reserve, viz., 65,000 million cu. ft., is correct. For the last few years the industrial consumption has been 70 per cent. of the total and the domestic 30 per cent., and the rate of consumption is now 15,000 million per year, or four years' supply. Apart altogether from the inevitable breakdown of the system, which would increase in seriousness every spell of cold weather and result in the loss of a great deal of gas, as against the system of careful nursing of the wells possible under domestic consumption only, we can compare the results of the two systems as far as the gas companies are concerned. In the first place, imagine the present system continued and even admit, what is probably impossible, that all of the gas can be marketed under those conditions; then we have as follows:—

30%	of 65,000	or 19,500	Mill	at 25c.	= \$3,997,500
70%	"	45,500	"	13c.	= 5,915,000
Total.....					\$9,912,500

As this 65,000 million feet is equal to 2,700,000 tons of coal, this means that it would be sold at the average rate of \$3.67 per ton. No economy can be enforced under these conditions.

If this amount were collected in four years it would mean a yearly amount of \$2,478,100, the present value of which at 5 per cent. would be \$8,787,200. On the 40c. rate suggested with a consumption of a little over 2,000 million cu. ft. per year and a minimum life of thirty-three years for the field, the total final revenue obtained from the 65,000 million feet would be \$26,000,000, which would give a yearly collection of \$787,800 for the thirty-three years. The present value of this is \$12,606,800. There is thus an apparent gain of about \$3,800,000, but all the expenses of leaseholds, upkeep, repairs, office staff, etc., for thirty-three years as against four years must be taken into consideration. This would amount to more than enough to make up the difference. The price would probably have to be increased as the supply declined greatly. In addition to these expenses the present pipe lines could be removed at the end of four years and sold for a substantial amount, but would have to be renewed wholly or in part before the end of the thirty-three years, thus increasing the disadvantage against the gas companies. If the interest be put at 6 per cent. as in the latest provincial loan, the present values under the two systems would differ by about \$2,600,000.

Interest of Domestic Consumers Greatest in Importance

It is evident that the domestic consumers resident in cities, towns and in the country now supplied by this gas have the greatest aggregate interest of any of the parties concerned in the question, and that a long life for the gas field is of the greatest importance to them. Moreover, the matter was easily capable of calculation years ago; for instance, Vol. XIX of the Bureau of Mines Reports published in 1910 contained a calculation of the amount of gas that would be obtained from this field, which was close enough to shape an intelligent line of development. The production then was already high enough, viz., over 4,500 million cu. ft. per year. In the Report (Vol. XXII) published in 1913, on p. 45 and 46 information is given from which it could be calculated that the total production would be over 138,000 million, and yet the production went on increasing till by 1916 it trebled the amount yielded in 1910 and more than trebled it in 1917. The total production was published every year for the last five years. The way the output increased can be seen from the following table:—

Waste (estimated)	2,000	million cu. ft.
1907 production	297.0	"
1908	848.0	"
1909	1,996.0	"
1910	4,589.0	"
1911	5,649.0	"
1912	7,752.5	"
1913	7,975.8	"
1914	10,121.6	"
1915	10,819.1	"
1916	13,752.5	"
1917 estimated	15,000.0	"

In spite of this information being easily available to anyone interested in the matter, Utility Committees formed in that part of the country were trying to coax industries to come in and use up the gas at a rapid rate under the delusion that this was showing enterprise. One industry that required 5,000,000 feet per day was induced to establish itself there on account of the gas supply. This amount of gas is sufficient for the average daily consumption throughout the year of 70,000



people. Industries that have built plants designed for the use of gas in the face of information easily obtainable have only themselves to blame and do not appear to be entitled to much consideration.

Of the production from the Kent field given above, during the last few years a certain portion of this was sent eastwards to Brantford, Hamilton, and other cities and towns. In 1916 this amounted to 22 per cent. of the total yield. If we assume half of this was used for industrial purposes and would be cut off in the future, leaving about 10 per cent. of the Kent production used for domestic purposes in that part of the province, this would shorten the life of the field to that extent, but as already indicated, the amount of gas in reserve assumed in calculating the life of the field will almost certainly be increased by 20 per cent. or more, this will not affect any of the conclusions arrived at.





OFFICIAL REPORT

OF

The Parole Commissioner

FOR THE YEAR 1916-1917

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PRINTED BY THE ORDER OF  
THE LEGISLATIVE ASSEMBLY OF ONTARIO

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1918



TORONTO, November 15th, 1917.

SIR,—I have the honour to submit herewith to be presented to His Honour the Lieutenant-Governor, the Annual Report of the Ontario Parole Board for the official year ending October 31st, 1917.

I have the honour to be, Sir,

Your obedient servant,

J. T. GILMOUR,

*Parole Commissioner.*

THE HONOURABLE W. D. MCPHERSON, M.P.P.,  
Secretary of the Province of Ontario,  
Toronto.





OFFICIAL REPORT  
OF  
THE PAROLE COMMISSIONER  
FOR THE YEAR 1916-17

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The Ontario Parole Board was first appointed in 1910, the members being:—HON. MR. JUSTICE TEETZEL; MR. HAMILTON CASSELS, K.C., LL.D.; MR. D. C. MCINTYRE, K.C., LL.D.; COL. NOEL MARSHALL; DANIEL MILLER, ESQUIRE; COL. A. H. MACDONALD, K.C., C.C.A., AND MR. T. H. PRESTON, EX-M.P.P.

Mr. Justice Teetzel resigned on account of illness, and Mr. D. C. McIntyre resigned when appointed Chairman of The Ontario Railway and Municipal Board. Their places were filled by the appointment of Mr. Geo. Y. Chown, B.A., and Inspector W. W. Dunlop.

Since the Board's inception it has considered the cases of 2,170 prisoners. The personal history of each case is tabulated, a report of the sentencing judge or magistrate is obtained, the institution record is considered, and finally a personal interview with the prisoner is held, and from the data thus obtained the Parole Board arrives at a conclusion.

Suitable homes and employment are obtained by the Parole Commissioner for those paroled by the Board. The men on parole are visited by the Parole Commissioner as may be thought advisable. The men on parole make a monthly report to the Parole Commissioner, giving particulars as to their employment, earnings, residence, and habits of life. The functions of the Parole Board are essentially parental.

During the past year the Parole Board held nine meetings, at which they investigated the merits of 164 cases. Of the 164 cases considered, 112 were sentenced on the definite plan and 52 on the indeterminate plan. A parole was granted to the 52 who were sentenced indeterminately, and a recommendation made to the Minister of Justice that a ticket-of-leave be granted to 23 of those who received definite sentence.

The essence of a proper Parole System depends upon the indeterminate sentence. If judges and magistrates could only realize what the indeterminate sentence means in the reformation of the delinquent, a new era would dawn on the realm of prison reform.

The Ontario Parole Board has no power to grant a parole where the sentence is definite. The Board can only make a recommendation to the Minister of Justice. The Parole Board has no means of knowing if the recommendation will be concurred in or not, and, in case it is concurred in, has no means of knowing in advance the date on which the prisoner will be released on a ticket-of-leave. These conditions render it impossible to have employment awaiting a man on his release, as the Parole Board has no definite information for a prospective employer. With the indeterminate sentence the Ontario Parole Board has power to release on parole, and when the Board decides to release a man, employment is first provided for him. Those released by the Minister of Justice have to

report to the chief of police or sheriff in their locality, while those released by The Ontario Parole Board report to and are under the personal supervision of the Parole Commissioner for the Province of Ontario. The Statute on this point is clear and explicit.

Chapter 287, R.S.O. 1914, Section 19, reads:—

“Every person sentenced directly to the Reformatory shall be sentenced to imprisonment therein for a period of not less than three months and for an indeterminate period thereafter of not more than two years less one day.”

The results of the past year have proven the efficiency of the indeterminate sentence in a considerable number of cases that were formerly regarded as almost hopeless. One case was that of a young man who had served seven terms in the Central Prison and Ontario Reformatory and many terms in the local gaol of his native city. During the early summer the Parole Board released him on parole under circumstances where they were able to control his destination, employment and method of living. He was removed from his former environment, a good situation obtained for him at lucrative pay, and the man has worked well for several months, made remittances to his family and gives promise of a useful life. Another instance is that of a repeater who was released when he had a year still to serve. His environment was changed, a situation obtained for him at his trade, which was a lucrative one, and at the end of his first two months on parole he had \$250.00 in the savings bank and used \$200.00 of it to purchase a Victory Bond. The cases cited are only specimen cases of many similarly successful during the past year. The men on parole make a detailed monthly report as to their work, earnings, environment, address and method of living. The average earnings of all the men on parole during the past year have exceeded \$3.00 per day, thus changing the men from consumers to valuable producers.

Industrial conditions during the past year have made work plentiful, and employers generally manifest a ready willingness to assist men on parole.

The Salvation Army, through Major and Mrs. Frazer, Captain Pryde, and their splendid organization throughout the Province, have rendered most valuable assistance in the parole work.

In sentencing men to prison the three chief considerations in the mind of the judge should be the protection of society, punishment for the offence, and reformation of the delinquent. There are two methods of trying to attain these ends, the definite sentence and the indefinite sentence; the latter being commonly known as the Indeterminate Sentence and Parole System. Let us analyze the two methods and ascertain, as far as possible, their usefulness in attaining our object. The definite sentence attempts to measure off so much penalty for so much crime, which means it deals with the past, which is irrevocable, and not with the future, which contains a possibility, often a splendid possibility. The State should not be an avenger, but a repairer of bad moral conditions. A man should be imprisoned not so much for doing a wrong act, but because he is a wrongdoer. With the definite sentence system the judge has to ask himself the question, “How and when can we make him better?” What judge can give a time limit to the latter question? When a judge is elevated to the bench, is he simultaneously endowed with a superhuman wisdom, giving him a prophetic vision that enables him to read the future and tell how many years hence a delinquent will be reformed and fit to mingle with society? If so, all judges would impose the same sentence for similar offences. Do they? Most assuredly



not. Then, which sentences are right and which are wrong? If the definite sentence deals out even-handed justice to all, why do we see so much jockeying amongst lawyers defending those accused of crime to get a certain kind of case before certain judges, and their great anxiety to avoid other judges? How is it that the criminal codes of no two countries agree on the extent of imprisonment meted out for similar offences? Every prison register where the definite sentence prevails reveals the greatest inequalities in prison terms for precisely similar offences. How can it be otherwise when the degree of moral indignation against the crime in the mind of the judge is the determining factor in the length of the sentence? Can all judges have the same degree of indignation, or can any one judge always hold the same opinion? Sentencing a man to prison is always a judicial act, but there the actual relations between the judge and the criminal end, and the judge sees no more of the man whom he has sentenced, and has no further personal knowledge of his conduct or progress. How then can the judge intelligently fix a date for the man to be released? If a physician sent a patient to a hospital naming the date of his discharge, would it appear reasonable? The same condition prevails morally with the majority of prison inmates. Releasing a man from prison should be an act of administration, but not entirely in the hands of the prison warden. If a man's conduct sends him to prison, should not a man's conduct there release him from prison? If a man's conduct makes him a menace to society, demanding imprisonment, should not his conduct be tested by conditional liberation before he is granted complete freedom? The definite sentence liberates the delinquent at a given time, be he never so dangerous to society, and be his intentions never so criminally inclined. It is not uncommon for a man leaving prison after completing a definite term to frankly avow his intention of "getting even with the world." If this class realized that their liberty was contingent on their industry and proper social habits, how different would be their attitude toward society and the future.

That the State has an infinitely greater interest in the criminal's future than in his past requires no argument. When we study the heavy handicaps that the great majority of delinquents have been weighted with in early life, in the form of bad parentage, pernicious early environment and lack of opportunity, we can then clearly realize that the State's self-evident duty is educative and reformatory rather than punitive. A Greek proverb says, "To know all is to forgive all." This is sometimes true and sometimes untrue. A considerable percentage of every prison population is the result of neglected childhood, children who, humanly speaking, were damned into the world. Defenceless childhood is surrounded by fragile walls, which all open into vice and crime. The State has to do for this class unfortunately in a prison what the parents and the home failed to do. Treated by the definite sentence, the majority become habitual criminals, a menace to society and permanent wards of the State. The Indeterminate Sentence and Parole system is the only reasonable and humane method of developing this often promising and deserving class into valuable citizenship. The Indeterminate Sentence places the delinquent's future to a large extent in his own keeping. It stimulates and calls forth all that is best in the man and gives him an opportunity to redeem himself and fix the length of his prison term. The definite sentence holds out no such hope or opportunity, and renders the delinquent powerless to better his condition, be he never so willing to do so. When the element of hope is taken out of the human life the best part of the man is annihilated. The Indeterminate Sentence gives a reasonable control over

the morally weak while out of prison, and serves as steadying and restraining influence while they are regaining an honest foothold in society. The Indeterminate Sentence spells education, hope, reformation and liberty, and places all within the grasp of the delinquent. None of these features mark the definite sentence. The Indeterminate Sentence should never be used as a mere act of mercy or clemency, but should be based entirely on the delinquent's conduct and merits, and extended to him when he has earned it, and simply as his due.

Some present day penologists, and among them our best social students and workers, take the ground that juries and judges should only determine the innocence or guilt of accused persons, and that, after conviction and after a thorough study of the delinquent's history, a Board of Review should impose the sentence. Judges and juries see a delinquent but for a short time and under the most unfavourable circumstances, and seldom go deep enough into personal history to know the real man whose destinies they control.

The Indeterminate Sentence and Parole System to a large extent repairs this serious defect. Short definite sentences imposed on habitual offenders neither deter, punish nor reform.

J. T. GILMOUR,

*Parole Commissioner.*

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